



HILLSBOROUGH TRANSIT AUTHORITY (HART)
TAMPA, FLORIDA

SOLICITATION, OFFER AND AWARD FORM

REQUEST FOR PROPOSALS

1. SOLICITATION #: RFP-109415	4. BRIEF DESCRIPTION: Additional Alternatives Analysis effort to select a Locally Preferred Alternative (LPA)
2. ISSUE DATE:	
3. FOR INFORMATION CONTACT: NAME: Marc Mostoller PHONE: 813-449-4673 FAX: 813-664-1119 E-MAIL: mostollerm@goHART.org	

5. PRE-PROPOSAL CONFERENCE: (See Exhibit C for more information.)
A pre-proposal conference will be held on 04/27/2009 at 10:00 a.m. Location: 3rd Floor Conference Room
1201 E. 7th Avenue, Tampa, FL 33605

6. SUBMIT OFFER TO THE FOLLOWING ADDRESS: Hillsborough Transit Authority (HART) Attn: Purchasing Department, RFP-109415 4305 East 21 st Avenue Tampa, FL 33605	7. OFFER SUBMISSION DUE DATE AND TIME: May 15, 2009 2:00 p.m., Eastern Standard Time
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8. SUBMIT WITH OFFER: Original offer and 5 photocopies including the exhibits and attachments listed on Page 2 of this form.

9. OFFERS WILL NOT BE PUBLICLY OPENED.

10. FIRM OFFER PERIOD: Offers shall remain firm for a period of 120 calendar days from the date specified in Block 7, above.

11. This solicitation and any resulting contract, respectively, consists of this Form and the exhibits and documents designated with a symbol ● on Page 2 of this form.

OFFER

(To be completed by Offeror)

12. DISCOUNT FOR PROMPT PAYMENT: _____%, _____ Calendar Days (Please refer to Invoice and Payment clauses in Exhibit D)

13. In compliance with the above, if this offer is accepted within the period specified in Block 10, above, the offeror agrees to fully provide any or all items, or provide the service(s), upon which prices are offered in the Schedule at the price set opposite each item or service, and to deliver the item(s) and/or perform the service(s) at the designated location(s) within the time specified in the solicitation.

14. ACKNOWLEDGEMENT OF AMENDMENTS: The offeror acknowledges receipt of the following solicitation amendments (write in all amendment numbers and amendment dates.

Amendment Number and Date	Amendment Number and Date	Amendment Number and Date

15. OFFEROR'S NAME AND ADDRESS: (Type or Print) TELEPHONE: CELL PHONE:	16. NAME AND TITLE OF OFFEROR'S REPRESENTATIVE (PERSON AUTHORIZED TO EXECUTE CONTRACTS): (Type or Print)
	17. OFFEROR'S REPRESENTATIVE SIGNATURE & DATE:

AWARD

(To be completed by HART)

18. DBE: The Contractor has agreed to achieve _____% Disadvantaged Business Enterprise participation for this project.

19. ACCEPTED AS TO:	20. TOTAL AMOUNT OF AWARD:	21. CONTRACT NUMBER:
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22. HART'S CONTRACTING OFFICER'S SIGNATURE & CONTRACT AWARD DATE:

Name: _____ Signature: _____ Date: ____/____/____

SOLICITATION, OFFER AND AWARD FORM

23. SOLICITATION CONTENTS:

	NAME	FORM DESCRIPTION	FORM NO.	SUBMIT WITH OFFER?
●	Cover Sheet	Solicitation, Offer and Award Form		YES
●	Schedule	Schedule		YES
●	Exhibit A	Representations and Certifications		YES
●	Exhibit B	Special Solicitation Instructions and Conditions		
●	Exhibit C	Solicitation Instructions and Conditions		
●	Exhibit D	Special Provisions		
●	Exhibit E	Addendum to General Provisions		
●	Exhibit F	General Provisions		
●	Exhibit G	Disadvantaged Business Enterprise		YES (Attachment 2 Only)
●	Exhibit H	Statement of Work		
●	Exhibit I	HART Travel Policy		
●	Exhibit J	Miscellaneous Expense Policy		
●		Offeror's Technical Proposal as Finally Accepted by HART		YES

HILLSBOROUGH AREA TRANSIT (HART)
TAMPA, FLORIDA

SCHEDULE

NOTE: For Invitations for Bids the terms "Offer" and "Offeror" shall mean "Bid" and "Bidder", respectively; and for Request for Proposals the terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits.

**THE OFFEROR MUST SIGN AND DATE THIS SCHEDULE WHERE PROVIDED
AND SUBMIT ALL PAGES WITH THE OFFER.**

The below prices for the completion of each task is considered to be firm and fixed

GENERAL					
Task Number	Description	Qty	Unit		Price
1	Administration and Project Management	1	Job	Lump Sum	
2	Public Outreach	1	Job	Lump Sum	
3	Travel Demand Forecasting				
3a	Direct labor cost for Travel Demand Forecasting				
3b	Provisional Overhead/Indirect cost rate (____%) for Travel Demand Forecasting Final negotiated Overhead/Indirect cost rate (____%) for Travel Demand Forecasting				
3c	Fixed Fee for Travel Demand Forecasting				
3d	Other Direct and subcontractor Costs for Travel Demand Forecasting				
3e	Total Not to Exceed price for Travel Demand Forecasting				
4	Operations and Maintenance Cost Modes	1	Job	Lump Sum	
5	Alternatives Definition and Evaluation				
5a	Direct Labor for Alternatives Definition and Evaluation				
5b	Provisional Overhead/Indirect cost rate (____%) for Alternatives Definition and Evaluation Final negotiated Overhead/Indirect cost rate (____%) for Alternatives Definition and Evaluation				
5c	Fixed Fee for Alternatives Definition and Evaluation				
5d	Other Direct and subcontractor Costs for Alternatives Definition and Evaluation				
5e	Total Not to Exceed Price for Alternatives Definition and Evaluation				
6	National Environmental Policy Act (NEPA) RE-evaluation Report	1	Job	Lump Sum	
7	New Starts Project Submittal Package	1	Job	Lump Sum	
8	OPTIONAL: Travel Model Uncertainties Analysis				
8a	Direct labor costs for Travel Model Uncertainties Analysis				

8b	Provisional Overhead/Indirect cost rate (____%) for Travel Model Uncertainties Analysis				
	Final negotiated Overhead/Indirect cost rate (____%) for Travel Model Uncertainties Analysis				
8c	Fixed fee for Travel Model Uncertainties Analysis				
8d	Other Direct and subcontractor costs for Travel Model Uncertainties Analysis				
8e	Total Not to Exceed Price for Travel Model Uncertainties Analysis				
9	OPTIONAL: Additional Support to Re-enter Preliminary Engineering (PE)	1	Job	Lump Sum	
10	OPTIONAL: Preliminary Engineering Readiness Documents	1	Job	Lump sum	
		TOTAL NOT TO EXCEED:			

NAME & TITLE OF OFFEROR'S REPRESENTATIVE:
(print or type)

SIGNATURE & DATE:

(Name & Title)

(Signature of Offeror's Representative)

____/____/____

(Offeror's Name)

EXHIBIT A

REPRESENTATIONS AND CERTIFICATIONS

(FEDERALLY ASSISTED SUPPLY/SERVICE CONTRACT)

** NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH THE OFFER **

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REPRESENTATIONS

1. Affirmative Action Compliance

(a) The offeror represents as part of its offer that it has a workforce of (# of employees): _____

(b) It (Mark one with an "X"):

- ☐ has developed and has on file
☐ has not developed and does not have on file

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or it (Mark one with an "X"):

☐ has ☐ has not

previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

2. Contingent Fee

Except for full-time bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (Mark one with an "X"):

☐ has ☐ has not

been employed or retained any company or persons to solicit or obtain this contract, and (Mark one with an "X"):

☐ has ☐ has not

paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

3. Covenant Against Gratuities

The offeror represents as part of its offer that no employee, official, or member of the Board (Executive Committee) of the Authority is or will be pecuniarily interested or benefited directly or indirectly in this contract. The Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board (Executive Committee) of the Authority with a view toward securing favorable

treatment in the awarding, amending, or evaluating the performance of any contract resulting from the solicitation. For breach of any representation or warranty in this clause, the Authority shall have the right to annul this contract without liability and/or have recourse to any other remedy it may have at law.

4. Disadvantaged Business Enterprise (DBE)

The offeror represents as part of its offer that it (Mark one with an "X"):

☐ is ☐ is not

a disadvantaged business enterprise (DBE). A DBE is defined as "a for-profit small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in case of any publicly owned business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it." For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Native Americans; women; and any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

5. Interest of Public Officials

The offeror represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will be pecuniarily interested or benefited directly or indirectly in this contract.

6. Parent Company and Identifying Data

(a) The offeror represents as part of its offer that it (Mark one with an "X"):

☐ is ☐ is not

owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control an offeror as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(b) If the offeror is not owned or controlled by a parent company, it shall insert its own Employer's Identification Number below:

(c) If the offeror is owned or controlled by a parent company, it shall enter in the blocks below the name and main office address of the parent company, and the parent company's Employer's Identification Number.

NAME OF PARENT COMPANY AND MAIN OFFICE
ADDRESS (INCLUDE ZIP AND PHONE):

PARENT COMPANY'S EMPLOYER'S IDENTIFICATION #:

7. Type of Business

(a) The offeror represents as part of its offer that it operates as (Mark one with an "X"):

☐ an individual ☐ a sole proprietorship
☐ a partnership ☐ a corporation

☐ another entity _____.

(b) If incorporated, under the laws of the State of:

(c) Age of the firm: ___ years, ___ months

(d) Previous year's annual gross receipts:

☐ less than \$500K ☐ \$500K - \$2 mil. ☐ \$2 mil. - \$5 mil. ☐ more than \$5 mil.

CERTIFICATIONS

8. Certification of Independent Price Determination

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) He/she: (i) is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

9. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(a) Primary Covered Transactions. [This certification applies to the offer submitted in response to this solicitation and will be a continuing requirement throughout the term of the prime contract.]

(1) In accordance with the provisions of Appendix A to 49 Code of Federal Regulations (CFR) Part 29, the offeror certifies to the best of its knowledge and belief, that it and its principals:

(i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) have not within a three-year period preceding this offer 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;

(iii) 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 (1)(ii) of this Certification; and

(iv) have not within a three-year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation to this offer.

(b) Lower Tier Covered Transactions. [This certification applies to a subcontract at any tier expected to equal or exceed \$25,000 and will be a continuing requirement throughout the term of the prime contract.]

(1) In accordance with the provisions of Appendix B to 49 Code of Federal Regulations (CFR) Part 29, the prospective lower tier participant (subcontractor) certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(c) The Certification required by subparagraph (b), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of certifications to the Contracting Officer upon the Contracting Officer's request.

10. Certification of Non-Segregated Facilities

(a) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

(b) The offeror agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract.

(c) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or nation origin, because of habit, local custom or otherwise.

(d) It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:

(1) obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain such certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

Note: the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

11. Certification of Restrictions on Lobbying

This Certification is applicable if the offer exceeds \$100,000.

(a) By submission of this offer, the offeror certifies, to the best of his or her knowledge or 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, or the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions [as amended by "Government-wide Guidance for New restrictions on Lobbying," Fed. Reg. 1413 (1/19/96)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(b) 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 or not more than \$100,000 for each such failure.

12. Communication Policy and Certification

(a) All oral and written communications with the Authority regarding this solicitation should be exclusively with, or on subjects and with persons approved by, the Purchasing Agent identified in this solicitation. Discussions or communications with any other person could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of the Authority's procurement system.

(b) By submission of this offer, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any Authority employee or other representative (including Board members, HART contractors, or HART consultants) other than the individual, or person(s) and on subjects approved by the Purchasing Agent listed in the solicitation, except as described below: (CHECK "NONE" IF NONE EXISTS.)

☐ **NONE**

Name of HART Representative

Date and Subject of Communication

(c) This certification concerns a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to any other remedies the Authority may have, the Contracting Officer may terminate the contract resulting from this solicitation for default and/or recommend that the offeror be debarred or suspended from doing business with the Authority and/or have recourse to any other remedy it may have at law.

(d) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, he/she learns that its certification was, or a subsequent communication makes, the certification erroneous.

13. Conflict of Interest Certification

By submission of this offer, I certify that:

(a) I have read and understand the General Provisions clause entitled "Interest of Public Officials" that will be incorporated into any contract resulting from this solicitation. I further understand that the pecuniary interest in that clause includes employment relationships.

(b) I understand the Authority has an internal conflict of interest policy for its employees that includes as an actual or possible conflict of interest whether or not a member of the employee's immediate family works for a firm doing, or seeking to do, business with the Authority.

(c) Mark one with an "X":

- ☐ To the best of my knowledge and belief, no employee of my firm is related to an Authority employee; or
- ☐ An employee of my firm is related to an Authority employee and a letter to the Contracting Officer explaining that relationship is attached to this Exhibit A.

(d) The requirements of this certification have been passed through to all first-tier subcontractors or subconsultants anticipated to be used at the time of the submission of my offer.

14. Non-Discrimination Assurance

The offeror certifies that it will not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The offeror understands that it is required to insert the substance of this clause in all subcontracts and purchase orders. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer that it will include this certificate, without modification, in all subcontracts and purchase orders.

15. Disadvantaged Business Enterprise Goals

If goals have been established, by submission of this offer, the offeror certifies that it will comply with the provisions of Exhibit G entitled "Disadvantaged Business Enterprise Provisions," and will meet such goals as are established in any ensuing contract.

**SIGNATURE BLOCK FOR ALL
REPRESENTATIONS & CERTIFICATIONS**

NAME OF OFFEROR & ADDRESS (INCLUDE ZIP & PHONE)

--

Signature:

--

TYPE NAME:

--

DATE:

--

OFFERORS MUST SET FORTH FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING THIS ATTACHMENT). FAILURE TO DO SO MAY RENDER THE OFFER NONRESPONSIVE OR UNACCEPTABLE. A FALSE STATEMENT IN ANY OFFER SUBMITTED TO THE AUTHORITY MAY BE A CRIMINAL OFFENSE IN VIOLATION OF SECTION 37.10 OF THE TEXAS PENAL CODE.

EXHIBIT B

SPECIAL SOLICITATION INSTRUCTIONS and CONDITIONS

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1. Introduction and Purpose of Solicitation

(a) The Hillsborough Transit Authority (HART) is a regional transportation authority and special tax district charged with planning, financing, constructing and operating public transit facilities and service within Hillsborough County. HART provides scheduled local and express bus services to the cities of Tampa, Temple Terrace, parts of unincorporated Hillsborough County and connections to Pinellas County. HART has approximately 700 employees and a fleet of approximately 200 buses and 39 vans and 71 staff and support vehicles. HART operates the TECO line Streetcar System for the Tampa Historic Streetcar Inc. The fleet consists of 11 streetcars, 10 owned by HART and one provided under an operations agreement with the City of Tampa and Ybor City Street Railway Society Inc.

(b) The HART Board of Directors has adopted the following statement as the Authority's mission: The mission of the Hillsborough Transit Authority (HART) is to provide public transportation services, which are safe, dependable, and cost effective thereby enhancing the quality of life in our community.

(c) The Authority is seeking sealed offers from qualified firms or individuals interested in providing additional Alternatives Analysis (AA) effort to select a Locally Preferred Alternative (LPA).

2. Proposal Preparation and Format

(a) Offerors shall submit an original (appropriately marked "ORIGINAL") and five (5) copies of their proposal, including both technical and price. Proposals shall be printed on 8-1/2" X 11" paper bound on one side. Proposals must be received in the location and before the time and date on the solicitation cover sheet (Solicitation, Offer and Award Form).

(b) Unnecessarily elaborate proposals or lengthy presentations are not desired.

(c) Proposals shall be organized as follows (each of which should be succinct and to the point):

Section 1	Introduction of Firm and Required Submittals (Forms and Exhibits)
Section 2	Qualifications of the Firm
Section 3	Qualifications of the Staff
Section 4	Work Plan
Section 5	Price (Schedule)
Section 6	Exceptions to Terms and Conditions (if any)
Section 7	Promotional Literature

(c) Proposals will be evaluated for award based on the following "technical" to "price" split. A breakdown of points is provided in paragraph (d), below.

- (1) Technical acceptability (700 Total Maximum Points) and**
(2) Price (300 Total Maximum Points)

(d) Technical proposals shall contain the following sections. Factors and any subfactors described with relative weights or points will be evaluated to determine whether the proposal submitted shall be characterized as "Acceptable", "Potentially Acceptable" (that is, susceptible of being made "Acceptable"), or "Unacceptable". Evaluation factors (with the exception of the price proposal) are specifically keyed to the information requested in this provision.

- (1) **Section 1 - Introduction and Submittals**. Include, at a minimum, the following items, completed and signed:

- (a) Solicitation, Offer and Award Form,
- (b) Exhibit A,
- (c) An introductory letter with general information not elsewhere provided in the above forms or with the offeror's technical proposal.

(2) **Section 2 - Qualifications of the Firm and/or Team (200 Total Maximum Points)**. Discuss the offeror's experience, qualifications and skills. At a minimum describe the firm's history, length of time in business, locations, types of services offered and direct experience in providing the services described in the solicitation including experience in the successful submission of alternatives analyses to the Federal Transit Administration. Provide dates, locations, costs of assignments and current contact information for business references and clients. The Authority reserves the right to verify this information.

(3) **Section 3 - Qualifications of Staff (200 Total maximum Points)**. At a minimum, discuss the experience, qualifications and skills of any key personnel. Identify roles and responsibilities specific to the work to be performed for each key personnel. Also discuss each staff persons prior experience and success rate in analyzing, evaluating and submitting alternatives analyses to the Federal Transit Administration. Submit abbreviated resumes featuring experience, qualifications and skills for each that is most directly relevant to the Authority's requirement(s). Resumes should include dates (# of years of experience, for example).

(4) **Section 4 - Work Plan (300 Total Maximum Points)**.

- (a) Provide a description of the firm's understanding of the work proposed to be performed and how the offeror proposes to perform the work.
- (b) Provide a timeline showing the various tasks and deliverables demonstrating the firm's ability to meet the expected project performance period.
- (c) Identify potential impediments, obstacles, or problems that could negatively impact upon work performance.
- (d) Detail specific tasks the Authority will be required to accomplish during contract performance or prior to contract award and how the offeror will successfully accomplish the work if such tasks are not performed.

(5) **Section 5 – Price (300 Total Maximum Points)**

Price proposals should be submitted on the Schedule form provided by the Authority. The Offeror shall include in a separately sealed envelope appropriately marked "COST PROPOSAL BACK-UP INFORMATION". This information should contain manpower loading information and assumptions for both the firm and any subcontractors in sufficient detail to allow HART to evaluate and ascertain if the Offeror has dedicated sufficient resources to successfully complete each task. The Offeror shall also include in this envelope information relative to any recent Transit Property, FTA or Federal audit of the firm's and any subcontractor's overhead/indirect rate(s) and the results of the audit(s). Additionally the Offeror shall identify and include any other direct costs. Pricing methodologies, other than that provided in the Schedule are highly discouraged. Requests to modify the pricing schedule should be communicated to the Purchasing Agent specified on the solicitation cover sheet well in advance of the deadline set to receive offers, so that the Purchasing Agent may consider amending the Schedule if changing the pricing scheme is in the best interests of the Authority.

(6) **Section 6 – Exceptions – (No Points)**

Exceptions to, or variances from, any portion of the solicitation, including the Statement of Work, contract terms and conditions, etc., shall not be considered unless the offeror specifically identifies them in this Section 6. Exceptions are, however, strongly discouraged and may not be accepted by the Authority. As with price, offerors are strongly encouraged to contact the Purchasing Agent well in advance of the deadline for receipt of offers with any proposed changes to the Authority's terms and conditions.

(7) **Section 7 - Promotional Literature (No Points)**

This section should contain any promotional literature submitted for informational purposes only.

(8) Section 8 – Disadvantaged Business Enterprise Participation (DBE) – (No Points)

This Section shall contain the Offeror's efforts to include DBE's involvement in this project. The Offeror shall include all DBE schedules, Intent to perform as a subcontractor and any Good Faith Efforts.

3. Evaluation of Proposals and Selection Procedure

(a) The Authority's Contracting Officer will appoint a Selection Committee to evaluate and score technical proposals. Technical proposals will be evaluated applying the evaluation factor(s) above.

(b) Proposals may be determined to be "Acceptable", "Potentially Acceptable" (that is, susceptible of being made "Acceptable"), or "Unacceptable". Proposals evaluated as technically "Unacceptable" shall be rejected, and will receive no further consideration for award.

(c) The Contracting Officer shall, also, evaluate prices. After completing the evaluation of the initial technical and price proposals, the Contracting Officer may:

(1) Proceed directly to award a contract based on the total scores received; or

(2) Reject proposals determined to be "Unacceptable" and seek clarifications from the remaining offerors and/or request the remaining offerors to make oral presentations concerning their technical proposals. If oral presentations are required, the Contracting Officer will establish the specific criteria and parameters for oral presentations. Oral presentations shall be used to clarify written proposals and shall not be evaluated. The Contracting Officer may then proceed directly to award a contract; or

(3) Reject proposals determined to be "Unacceptable," determine which of the remaining offers are within the competitive range, and invite the offerors in the competitive range to participate in discussions. The competitive range will consist of all proposals that have a reasonable chance of being selected for award. Discussions may address either the technical or price proposal, or both. At the conclusion of discussions, the Contracting Officer will set a time and date for the submission of "best and final offers." If an offeror chooses not to submit a best and final offer, its initial proposal (including price), will be considered its "best and final offer." After the date and time set for receipt of best and final offers the Contracting Officer will evaluate the best and final offers and a determination for award based upon the total points for both the technical and price components of each best and final offer.

(d) The Authority reserves the right to investigate the qualifications of all offerors under consideration; to confirm any part of the information furnished by an offeror; and/or to require other evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of work under a resulting contract.

(e) Offerors are hereby reminded that the Authority reserves the right to award a contract following evaluation of initial proposals. Offerors should therefore ensure that they submit their best technical and price proposals in their initial proposal submissions.

4. Incorporation of Offeror's Proposal

The Authority reserves the right to incorporate the successful offeror's proposal into any resulting contract, by reference or full text. This includes any revisions and supplements through the date set for submission of best and final offers, if applicable. Additionally, any modification of the otherwise successful offer prior to award of the contract, which makes its terms more favorable to the Authority, will be considered and may be accepted.

EXHIBIT C

SOLICITATION INSTRUCTIONS AND CONDITIONS

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1. Preparation of Offers

(a) Offerors are expected to examine the Schedule, solicitation instructions, Special Provisions, General Provisions, all drawings, specifications, the statement of work, and all other provisions of, and exhibits to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of offers. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. Offerors shall sign and print or type their name on the form provided by the Authority for submitting an offer and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent of the offeror (other than an officer or a partner of the offeror) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the Authority).

(c) Pricing for the property or services offered shall be provided by offerors in the format required by the Authority. Where property is being offered, the prices offered shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any extended or total price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for property or services other than those specified in the Schedule will not be considered unless specifically authorized in the solicitation.

(e) The offeror must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

(f) In computing any period of time for the solicitation or any resulting contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Florida holiday, in which event the period shall run to the end of the next business day.

2. Confidential Data

Each offeror may clearly mark each page of the offer that contains trade secrets or other confidential commercial or financial information, which the offeror believes should not be disclosed outside the Authority. Disclosure of requested information will be determined in accordance with the State of Florida's public records laws.

3. Explanation to Offerors

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the Authority's Contracting Officer and with sufficient time allowed for a reply to reach offerors before the submission of offers. Oral explanations or instructions given before the award of any contract, at any pre-proposal conferences or otherwise, will not be binding on the Authority. Any information given to an offeror concerning an interpretation of the solicitation will be furnished to all offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. Procurement Confidentiality

(a) Offerors are cautioned that until this solicitation is either awarded or cancelled, they may have contact only with the contact person identified in the Solicitation, Offer and Award Form. Discussions or communications regarding this solicitation with any other personnel associated in any capacity with the Authority, its consultants, contractors or members of its Board of Directors, are strictly prohibited, unless otherwise approved in writing by the Contracting Officer.

(b) Any violation of this restriction may result in the disqualification of the offeror from further participation in this procurement, and from award of any contract or subcontract under this solicitation.

5. Pre-Proposal Conference and Questions Concerning the Solicitation

(a) A pre-proposal conference may be held for all interested parties to discuss the solicitation requirements.

(b) Questions and requests for clarification relating to this solicitation, shall be submitted in writing, to the contact person identified in the solicitation by mail, facsimile or commercial courier, at least three (3) working days in advance of the scheduled conference to allow sufficient time for responses to be considered and prepared by the Authority. Questions concerning the solicitation that are not addressed at the conference, if one is held, shall be submitted in writing no later than five (5) working days in advance of the offer submission due date and time, which is the minimum time required for the Authority's reply to reach offerors before the offer submission due date and time, as required by the "Acknowledgement of Amendments to the Request for Proposals" clause. Questions must be submitted promptly. Any untimely questions submitted will only be responded to if the Authority determines that the question and its response would have a material and substantive impact on the solicitation.

6. Acknowledgment of Amendments to Request for Proposals

(a) If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.

(b) Offerors shall acknowledge receipt of any amendment to this solicitation: (1) by signing and returning the amendment; or (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or (3) by letter or telegram. The Authority must receive the acknowledgment by the time and at the place specified for receipt of offers.

7. Submission of Offers

(a) Offers and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the individual specifically identified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt of offers, the solicitation number, and the offeror's name, address, and telephone number on the face of the envelope or carton.

(b) Electronic offers will not be considered unless authorized by the solicitation; however, offers may be modified or withdrawn by electronic notice, provided such notice is received prior to the hour and date specified for receipt of offers.

(c) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the Authority. If not destroyed by testing, samples will be returned at the offeror's request and expense, unless otherwise specified in the solicitation.

(d) Each copy of the offer shall include the legal name of the offeror and a statement whether the offeror is a sole proprietorship, a corporation, or any other legal entity. An offer for a corporation shall further give the state of incorporation.

8. Late Submissions, Modifications and Withdrawals of Offers

(a) Any offer received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:

(1) it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier);

(2) it was sent by mail (or telegram if authorized) and it is determined by the Authority that the late receipt was due solely to mishandling by the Authority after receipt at the Authority's offices;

(3) it was sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 P.M. at the place of mailing two (2) working days prior to the date specified for receipt of offers. The term "working days" excludes weekends and U. S. Federal holidays; or

(4) it is the only offer received.

(b) Any modification of an offer, except a modification resulting from the Contracting Officer's request for a "best and final" offer, is subject to the same conditions as in (a)(1) and (a)(2) of this provision.

(c) A modification resulting from the Contracting Officer's request for a "best and final" offer received after the time and date specified in the request will not be considered unless received before award, and the late receipt is due solely to mishandling by the Authority after receipt at the Authority's offices.

(d) The only acceptable evidence to establish:

(1) the date of mailing of a late offer or modification sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope and wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the offer, modification or withdrawal shall be deemed to have been mailed late. The term "postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter machine impression, that is readily identifiable without further action as having been supplied and affixed on the date of mailing by an employee of the U.S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper; and

(2) the time of receipt at the Authority is the time-date stamp of the Authority on the offer wrapper or other documentary evidence of receipt maintained by the Authority.

(3) the date of mailing of a late offer, modification, or withdrawal sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U. S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d)(1) of this provision. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.

(e) Notwithstanding (a), (b), and (c) of this provision, a late modification of an otherwise successful offer which makes its terms more favorable to the Authority will be considered at any time it is received and may be accepted.

(f) Offers may be withdrawn by written or telegraphic notice received in accordance with § 3-203.11 (Modification or Withdrawal of Proposals). An offer may be withdrawn in person by an offeror or his offeror's authorized representative, provided the identity of the person requesting withdrawal is established and the person signs a receipt for the offer prior to award.

9. Authority-Furnished Property

No material, labor, or facilities will be furnished by the Authority unless otherwise provided for in the solicitation.

10. Discounts

(a) Prompt payment discounts will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered for prompt payment, time shall be computed from (1) the date of completion of performance of the services or delivery of the supplies to the carrier if acceptance is at a point of origin, or date of delivery at destination or port of embarkation if delivery and acceptance are at either of these points, or (2) the date the correct invoice or voucher is received in the office specified by the Authority, if the latter is later than the date of performance or delivery. For the purpose of computing the discount earned, payment shall be considered to have been made on the date of the Authority's check.

11. Award of Contract

(a) The contract will be awarded to that responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Authority, price and other factors considered. A responsible offeror is one who affirmatively demonstrates to the Authority that the offeror has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to the procurement.

(b) The Authority reserves the right to accept other than the lowest offer, reject any or all offers in part or in total for any reason, to accept any offer if considered best for its interest, and to waive informalities and minor irregularities in offers received.

(c) The Authority may accept any item or group of items of any offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the solicitation, offers may be submitted for any quantities less than those specified, and the Authority reserves the right to make an award on any item for a unit quantity less than the quantity offered at the unit prices offered unless the offeror specifies otherwise in the offer.

(d) A written award (or acceptance of offer) which is mailed, telegraphed, or otherwise furnished to the successful offeror within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract without further action by either party.

(e) The Authority may, within the time specified therein, accept any offer or part thereof, as provided in (c) above, whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Authority prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Authority.

(f) The Authority may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint, which the offeror can submit to the Authority.

(g) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

12. Cancellation of Solicitation

This solicitation may be cancelled by the Authority before or after receipt of bids or proposals (as applicable) in accordance with the standard public procurement practices.

13. Access to Records

The offeror shall comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. Omission

Notwithstanding the provision of drawings, technical specifications or other data by HART, the Contractor 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.

15. Code of Ethics

With respect to this proposal, if any proposer violates or is a party to a violation of the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services.

16. Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a proposer, supplier, subproposer, 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 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

17. Buy America Provision

This solicitation and the resulting contract are subject to the Buy America requirements of 49 U.S.C. § 5323(j) and the Federal Transit Administration's implementing regulations found at 49 CFR § 661, the provisions of each of which are incorporated herein by reference. These regulations require, as a matter of responsiveness, that the bidder or offeror submit with its offer a completed certification in accordance with 49 CFR § 661.6 or § 661.12, as appropriate. These certifications are set forth in Exhibit U of this solicitation.

18. FTA Protest Procedures

Federal Transit Administration (FTA) Circular 4220.1F prescribes the limited circumstances under which FTA will review a protest and establishes the detailed procedures that must be followed by a protestor. Under those procedures, FTA will only review protests submitted by an "interested party" regarding: (1) the alleged failure of the Authority to have or follow its written protest procedures, or its alleged failure to review a complaint or protest; or (2) violations of Federal law or regulation.

19. Protest Procedures

(a) By submission of a bid, proposal, offer, or quotation in response to this solicitation, the bidder or offeror agrees to exhaust its administrative remedies under Section 540.01 of HART's Board of Directors Procurement Policy prior to seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any resulting contract. These rules provide procedures for speedy resolution of protests arising from the procurement process. Contracts not subject to competitive bidding or contracts awarded pursuant to an emergency declaration or other emergency procedure are not subject to these bid protest rules.

(b) Protests.

(1) Any person adversely affected by a bid solicitation shall file a notice of protest, in writing, prior to the date on which bids are to be received and shall file a formal written protest within ten days after filing the notice of protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.

(2) Any person adversely affected by the decision of the Authority or its management to award a contract or to reject all bids shall file a notice of protest, in writing, within 72 hours after the posting of the bid tabulations or within 72 hours after receipt of the notice of award is made to the participating proposers, whichever occurs first, and shall file a formal written protest within ten days after filing the notice of protest. The formal written protest shall state with particularity the facts and the law upon which the protest is based.

(3) All notices of protest and formal protest shall be filed with the Executive Director for the Hillsborough Transit Authority at the Authority's office located at 1201 East 7th Avenue, Tampa, FL 33605. Filing is completed upon receipt by the Executive Director.

(4) A protest is not timely filed unless both the notice of protest and the formal protest are received by the Executive Director of the Authority within the required time limits.

(5) A written notice of protest which is filed by 5:00 p.m., on the date on which the 72 hours expires, shall be timely.

(6) In computing the time in which to file a notice of protest or formal protest, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or holiday when the Authority's offices are closed, in which event the period shall run until 5:00 p.m. of the next day that is neither a Saturday, Sunday, nor holiday.

(c) Suspension of Bidding Process.

(1) Upon receipt of the formal written protest which has been timely filed, the bid solicitation or contract award process shall be stayed until the subject of the protest is resolved by final agency action, unless the Authority's Executive Director sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

(2) Notice that a bid solicitation has been stayed shall be given by U.S. Mail or hand delivered to all whom bid proposals has been supplied.

(3) Upon receipt of a timely formal protest of an intended bid award decision or an intended decision to reject all bids, notice shall be given by U.S. Mail or hand delivery to all proposers for that contract.

(d) Resolution of Protest.

(1) Upon written request of the protester or on its own initiative, the Authority shall provide an opportunity for the protester to meet with the Executive Director of the Authority or his or her designee to resolve the protest by mutual agreement, within seven days, excluding Saturday, Sunday, and legal holidays, of receipt of a formal written protest.

(2) If the subject of a protest is not resolved by mutual agreement and the protest withdrawn within seven days, excluding Saturday, Sunday, and legal holidays, of receipt of the formal written protest or within 48 hours of the meeting between the Executive Director or designee and the protester, whichever is later, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to Section 120.57(2), Florida Statutes. The Board of Directors, or an appointed committee thereof, shall conduct the informal hearing.

(3) If the subject of a protest is not resolved by mutual agreement and the protest withdrawn within seven days, excluding Saturday, Sunday, and legal holidays, of receipt of the formal written protest or within 48 hours of the meeting between the Executive Director or designee and the protester, whichever is later, and if there is a disputed issue of material fact, the protest shall be referred to the Division of Administrative Hearings for proceedings consistent with Section 120.57(1), Florida Statutes.

(4) If the contract is being awarded subject to the provisions of Section 120.53(5), Florida Statutes, upon receipt of the protest, the Division of Administrative Hearings shall expedite the hearing and assign a hearing officer who shall conduct a hearing within 15 days of the receipt of the formal protest by the Division and render a recommended order within 30 days after the hearing or within 30 days after receipt of the hearing transcript by the hearing officer, whichever is later. The provisions of this paragraph may be waived upon stipulation by all parties.

20. Disadvantaged Business Enterprise (DBE) Participation

(a) It is the policy of the Authority and the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in Exhibit G of this solicitation and pursuant to 49 Code of Federal Regulations (CFR) Part 26, are provided a level playing field, thus fostering an equal opportunity for them to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this solicitation. In this regard, all offerors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have a level playing field and an opportunity to compete for and perform contracts. The Authority and all offerors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts or subcontracts.

(b) In accordance with its DBE Policy, the Authority has established a goal for DBE participation in this solicitation. The offeror will be expected to meet or exceed, and/or demonstrate its good faith efforts to meet the goal. This goal, expressed as a percentage of the total contract price, including any increases that may occur, is:

1	% DBE
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21 Order of Precedence

In the event of any inconsistency between the provisions of the solicitation (including any resulting contract), the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Special Solicitation Instructions and Conditions; (c) Solicitation Instructions and Conditions; (d) Special Provisions; (e) General Provisions; (f) other provisions of the contract whether incorporated by reference or otherwise; and (g) the specifications or statement of work.

EXHIBIT D
SPECIAL PROVISIONS**Table of Contents**

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1. Type of Contract – Combined Fixed Unit Price and Cost Reimbursable with Fixed Fee Contract

(a) This Contract contains both fixed price Line Items and Line Items which are cost reimbursable with an associated Fixed Fee.

(b) Direct materials shall be quoted and paid “at actual cost” to the Contractor (without administrative mark-ups or fee/profit). “Direct materials” means those materials that are used or consumed directly in connection with the furnishing of the service, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control, and subcontracts for supplies and incidental services for which there is not a labor category specified in the contract.

(g) No other costs, other than those outlined in subparagraphs (a) and (b), above, shall be reimbursed to the Contractor.

2. Term of Contract

The term of this contract shall be for Eighteen (18) months from the date the contract is awarded.

3. Option to Extend Term

(a) The Authority may extend the term of this contract by written notice to the Contractor for an additional six (6) month period. The Authority shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Authority to an extension, and any absence of notice shall not affect the validity of any exercise of the option to extend the term of this contract.

(b) If the Authority exercises this option, the extended contract shall be considered to include this option provision.

(b) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eighteen (18) months

4. Invoicing and Payment

(a) The Contractor may offer a cash discount for prompt payment.

(b) Invoices may be submitted once per month and shall conform to policies or regulations adopted from time to time by the Authority. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and Task number; (2) percentage of completion of the Task Number; (3) Prior billing, current billing and amount remaining under the Task Number; (4) For Cost Reimbursable Task Numbers (Tasks 3, 5 and 8): The Contractor shall invoice the Authority for actual work performed, plus incurred other direct costs and travel expenses as defined by the Special Provision entitled "Allowable Cost and Payment" and Hart's Travel Policy, Exhibit I. The Consultant shall invoice the Authority for actual hours worked multiplied by the actual labor rates.

Fractional parts of an hour shall be payable on a prorated basis. Contractor shall substantiate cost when required by the Contracting Officer by evidence of payment and individual time cards. The time cards shall describe the efforts performed for which reimbursement of cost is requested. Fixed-fee shall be shown as a separate line item on the invoices and shall be calculated pursuant to the Special Provision entitled, "Fixed Fee" and the "Fixed Fee Schedule" of this contract. Overhead (indirect cost rates) shall be shown as a separate line item (for each firm) computed at the provisional rate or at such rate as may be approved, or designated by the Contracting Officer under the terms of the contract. All charges for other direct costs shall be apparent on the face of the invoice and shall be substantiated by an original invoice, or signed legible copy, from the vendor. All incurred travel expenses shall be invoiced by the Contractor in accordance with Exhibit I, Hart's Travel Policy. The Contractor shall also include a complete itemization of all direct, indirect and subcontractor costs; (5) any discounts offered to the Authority under the terms of the contract; (6) evidence of the acceptance of the supplies or services by the Authority; (7) unique traceable invoice number(s); and (8) any other information necessary to demonstrate entitlement to payment under the terms of the contract. Failure to provide the above critical information may result in the rejection and return of the invoice for resubmission with complete data.

(c) Subject to the withholding provisions of the contract, payment shall be made within 30 days after the Authority's receipt of a properly prepared invoice.

(d) Invoices shall be paid within thirty (30) days of the Authority's receipt of a proper invoice. To ensure timely processing of payments, all invoices must be sent to the following address:

Hillsborough Transit Authority (HART)
Attn: Accounts Payable
1201 E. 7th Ave.
Tampa, FL 33605

(e) Progress payments will be allowed where a determination of work performed can be verified by HART's Project Manager and where the schedule extends beyond a two-week period. HART reserves the right to hold back all or part of payments due until any defective work is corrected or cured. This holdback shall not constitute a breach by HART. If defective work cannot be cured or Contractor refuses to cure defective work upon request by HART within a reasonable time as specified herein, HART may use the holdback payments as partial liquidated damages for cost and expenses to cure the defective work. However, HART has the right to seek additional damages beyond the holdback payments to cure defective work caused by the Contractor to the extent allowed by law.

(f) The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contract receives from HART. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractors 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 HART.

5. Insurance Requirements

(a) Before performing any contract work, the successful Proposer shall procure and maintain, during the life of the contract, unless otherwise specified, insurance to be determined by HART. The policies of insurance shall be primary and written on forms acceptable to HART and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A-Excellent: FSC VII."

(b) The following amounts and types of insurance are the minimum requirements of the contractor. The required policies of insurance shall be performable in Hillsborough County, Florida, and shall be construed in accordance with the laws of the State of Florida.

(c) No work shall commence under the Contract unless and until the required Certificates of Insurance are in effect. The required certificates shall be supplied with your proposal, or within (7) calendar days of the Authority's request.

(d) Except for workers' compensation coverage and professional liability coverage, the contractor's policies shall be endorsed to name HART as an additional insured to the extent of HART's interests arising from this agreement, contract or lease.

(e) The contractor's deductibles/self-insurance retentions shall be disclosed to HART and may be disapproved by HART. They shall be reduced or eliminated at the option of HART. The contractor is responsible for the amount of any deductibles or self-insurance retention.

(f) Insurance required of the contractor shall be considered primary, and insurance or self-insurance retention of HART shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of HART, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

(g) Worker's Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in the work under this contract, and shall not be less than:

Coverage A: Statutory benefits

Employers Liability - \$100,000 Limit Each Accident
\$500,000 Limit Disease Aggregate
\$100,000 Limit Disease Each Employee

(h) Commercial General Liability Insurance shall be maintained by the Contractor.

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required but the contractor is urged to provide this coverage.

Limits of coverage shall not be less than:

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

Each Occurrence and Aggregate. The General Aggregate Limit must be specific for this contract location.

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office. Excess or umbrella insurance coverage may be used to make up the difference between the policy limit of the underlying policy and the total amount of coverage required.

(i) Business Automobile Liability Insurance shall be maintained by the Contractor 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.

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Business Auto policies of the Insurance Services Office. Excess or umbrella insurance coverage may be used to make up the difference between the policy limit of the underlying policy and the total amount of coverage required.

(j) Umbrella Liability Insurance or Excess Liability Insurance, if used to reach the limits of Liability required, shall not be less than \$1,500,000, each occurrence, and the limits of Primary Liability Insurance for the Commercial General Liability, Business Automobile Liability, and Employers' Liability Insurance coverage's required in this section shall not be less than \$1,500,000 combined single limit each occurrence or accident.

(k) **PROFESSIONAL LIABILITY:** With limits of not less than \$1,000,000 for professional services rendered in accordance with this contract. The CONSULTANT shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the CONSULTANT shall use his best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the CONSULTANT shall notify Risk Management within thirty (30) days of the change.

(l) Required insurance shall be documented in Certificates of Insurance which provide that HART will be notified at least 30 days in advance of cancellation, non-renewal or adverse changes. Insurance certificates are to be provided to the Purchasing Department as part of the bid response. New insurance certificates are to be provided to the Purchasing Department at least 15 days prior to renewal.

(m) All of the required insurance coverage's must be issued as required by law and must be endorsed, where necessary, to comply with the minimum requirements contained herein.

(n) Thirty (30) days prior written notice by certified or registered mail must also be given to:

Risk Manager
Hillsborough Transit Authority
1201 East 7th Avenue, 3rd Floor
Tampa, FL 33605

(o) As to cancellation and intent not to renew any policy and any change that will reduce the insurance coverage's required in this Contract except for the application of the Aggregate Limits Provision. Renewal Certificates of Insurance on HART's form must be provided HART twenty (20) days prior to expiration of current coverage's so that there shall be no interruption in the service due to lack of proof of insurance coverage's required of the Contractor.

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

6. Contract Identification Number

The contract number shall be clearly displayed on all correspondence, invoices and submittals.

7. Fixed Fee (Applicable to Tasks 3, 5, and 8)

(a) The Authority shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount the Contracting Officer considers necessary to protect the Authority's interest. This reserve shall to exceed 15 percent of the total fixed fee or \$10,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year or physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals

8. Allowable Cost and Payment (Applicable to Tasks 3, 5, and 8)

(a) Invoicing: HART will make payments to the Contractor when requested as work progresses, but not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only –

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of accrual payment for items or services purchased directly for the

- contract:
- (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for –
 - (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-
 - 1. In accordance with the terms and conditions of a subcontract or invoice; and
 - 2. Ordinarily within 30 days of the submission of the Contractor's payment request to HART
 - (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
 - (C) Direct Labor;
 - (D) Direct travel
 - (E) Other direct is-house costs; and
 - (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under the contract; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

- (i) the Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services of furnishing of materials at the Contractor's expense or at no cost to HART shall be disregarded for purposes of cost-reimbursement under this clause.

(c) A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2) (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate HART representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate HART representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6) (i) If the Contractor fail to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

- (A) Determine the amounts due to the Contractor under the Contract; and
- (B) Record this determination in a unilateral modification to the contract.

(iii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

-
- (e) Billing Rates. Until final annual indirect cost rates are established for any period, HART shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-
- (1) shall be the anticipated final rates; and
 - (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (f) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-
- (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs; of
 - (2) Adjusted for prior overpayments or underpayments.
- (g) Final payment.
- (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, HART shall promptly pay any balance or allowable costs and that part of the fee (if any) not previously paid.
 - (2) The Contractor shall pay to HART any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by HART. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-
- (h) An assignment to HART, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by HART under this contract; and
- (i) A release discharging HART, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract except-
- (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
 - (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of its contract; provided that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date whichever is earlier; and
 - (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding however, any expenses arising from the Contractor's indemnification of HART against patent liability.

EXHIBIT E
ADDENDUM TO GENERAL PROVISIONS
(FEDERALLY ASSISTED SERVICES CONTRACT)

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The Contract clauses and provisions in this Exhibit apply to all Federally-assisted supply and service contracts. These provisions supersede and take precedence over any other clause or provision contained within this contract that may be in conflict therewith.

1. No Obligation by the Federal Government

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

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

2. Program Fraud and False or Fraudulent Statements or Related Acts

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

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

3. Access to Records

The following access to records requirements apply to this contract:

(a) The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

(c) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Authority and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(d) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(a) Primary Covered Transactions. [This certification applies to the offer submitted in response to this solicitation and will be a continuing requirement throughout the term of the prime contract.]

(1) In accordance with the provisions of Appendix A to 49 Code of Federal Regulations (CFR) Part 29, the offeror certifies to the best of its knowledge and belief, that it and its principals:

(i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) have not within a three-year period preceding this offer 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;

(iii) 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 (1)(ii) of this Certification; and

(iv) have not within a three-year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation to this offer.

(b) Lower Tier Covered Transactions. [This certification applies to a subcontract at any tier expected to equal or exceed \$25,000 and will be a continuing requirement throughout the term of the prime contract.]

(1) In accordance with the provisions of Appendix B to 49 Code of Federal Regulations (CFR) Part 29, the prospective lower tier participant (subcontractor) certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(c) The Certification required by subparagraph (b), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of certifications to the Contracting Officer upon the Contracting Officer's request.

7. Access Requirements for Individuals with Disabilities

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

(a) US. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR. Part 37;

(b) US. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR. Part 27;

- (c) US. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR. Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR. Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR. Part 36;
- (f) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 CFR. Part 101-19;
- (g) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR. Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR. Part 64, Subpart F; and
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

8. Clean Air and Water Act

(a) Definitions:

- (1) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).
 - (2) "Clean air standards," as used in this clause, means:
 - (i) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;
 - (ii) An applicable implementation plan as described in Section 110(d) of the Air Act [42 U.S.C. 7410(d)];
 - (iii) An approved implementation procedure or plan under Section 110(c) or Section 111(d) of the Air Act [42 U.S.C. 7411(c) or (d)]; or
 - (iv) An approved implementation procedure under Section 112(d) of the Air Act [42 U.S.C. 7412(d)].
 - (3) "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
 - (4) "Compliance," as used in this clause, means compliance with:
 - (i) Clean air or water standards; or
 - (ii) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.
 - (5) "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised, by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.
 - (6) "Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).
- (b) The Contractor agrees:

- (1) To comply with all the requirement of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;
- (2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;
- (3) To use best effort to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and
- (4) To insert the substance of this clause into any nonexempt subcontract, including this paragraph (b)(4).

9. Contract Work Hours and Safety Standards Act- Overtime Compensation-Nonconstruction

(a) Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess for forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (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 provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the provisions set forth in paragraph (a) of this clause.

(c) Withholding for Unpaid Wages and Liquidated Damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal Contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and Basic Records.

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(d) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

10. Disadvantaged Business Enterprise (DBE) Program

It is the policy of the Authority and the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have a level playing field and an opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.

11. Energy Policy and Conservation Act

The Contractor shall recognize mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

12. Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

13. Notice of Federal Requirements

The Contractor is advised that Federal requirements applicable to this contract as set forth in federal law, regulations, policies, and related administrative practices may change during the performance of this contract. Any such changes shall also apply to this contract.

14. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

15. Program Fraud and False or Fraudulent Statements or Related Acts

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

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

16. Restrictions on Lobbying

- (a) The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in 31 U.S.C. § 1352 and 49 CFR Part 20, and as those authorities may be hereafter amended.
- (c) If a Standard Form LLL, Disclosure of Lobbying Activities, is required to be completed by the Contractor or subcontractor at any tier, such disclosure form shall be furnished to the Contracting Officer.

17. Incorporation of Federal Transit Administration (FTA) Terms

These provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth herein. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any HART requests which would cause HART to be in violation of the FTA terms and conditions.

EXHIBIT F
GENERAL PROVISIONS
(SERVICES CONTRACT)**TABLE OF CONTENTS**

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1. Definitions

As used throughout this contract, the following terms shall have the meaning set forth below:

- (a) The term "the Authority" means the Hillsborough Transit Authority, Hillsborough Area Regional Transit or HART; and the term "duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Authority.
- (b) The term "Contracting Officer" means the person executing this contract on behalf of the Authority or his duly appointed successor; and the term includes, except as otherwise provided in this contract, the authorized representative of the Contracting Officer acting within the limits of his authority.
- (c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.
- (d) In computing any period of time established under this contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Florida holiday, in which event the period shall run to the end of the next business day.

2. Independent Contractor

The Contractor at all times shall be an independent contractor. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Contractor and the Authority by virtue of this contract. No provision of this contract shall be for the benefit of any party other than the Authority and the Contractor.

3. Composition of Contractor

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

4. Subcontractors and Outside Consultants

- (a) Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to such individuals or firms as were specifically identified and agreed to by the Authority in connection with the award of this contract. Any substitution in such subcontractors, associates, or consultants will be subject to the prior approval of the Contracting Officer.
- (b) The Contractor shall not employ any subcontractor 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 HART may have reasonable objection. A subcontractor or other person or organization identified in writing to HART by Contractor prior to the Notice of Award and not objected to in writing by HART prior to the Notice of Award will be deemed acceptable to HART. Acceptance of any subcontractor, other person or organization by HART, shall not constitute a waiver of any right of HART to reject defective work. If HART after due investigation has reasonable objection to any subcontractor, other person or organization proposed by the Contractor after the Notice of Award, Contractor shall submit an acceptable substitute and the contract price shall not, however, be adjusted. The Contractor shall not be required to employ any Subcontractor, other person or organization against whom Contractor has reasonable objection.
- (c) The Contractor shall be fully responsible for all acts and omissions of his subcontractors 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 Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the contract documents shall create any contractual relationship between HART and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of HART to pay or to see to the payment of any monies except as may otherwise be required by law. HART may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done.
- (d) All work performed by a subcontractor will be pursuant to an appropriate agreement between the Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the contract documents for the benefit of HART.

5. Standards of Performance

The Contractor shall perform all services required by this contract in accordance with high professional standards prevailing in the Contractor's field of work.

6. Changes

(a) The Contracting Officer may, at any time, by written order, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under the contract.

(b) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

7. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Authority.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended or delayed by an act of the Contracting Officer in the administration of this contract, or by his failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

(c) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

8. Excusable Delays

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Authority in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless -

- (1) the subcontracted supplies or services were obtainable from other sources;
- (2) the Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
- (3) the Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Authority under the Termination Clause of this contract.

9. Ownership of Information

(a) All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the HART and shall be delivered to HART upon 30 days notice by HART. With respect to software computer programs and/or source codes developed for HART, the work shall be considered "work for hire", i.e., HART, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of law, be a work made for hire in accordance with the terms of this contract, contractor or subcontractor hereby assigns to HART all right, title and interest in and to any copyright, and HART shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.

(b) Should the proposer anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the proposal. Otherwise, the language in the first paragraph of this section prevails. If the proposer identifies such intellectual property ("Background IP") in its proposal, then the Background IP owned by the proposer on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the proposer. Upon contract award, the proposer or contractor shall grant HART a non-exclusive, royalty free license to use any of the proposer's/contractor's Background IP delivered to HART for the purposes contemplated by the contract.

10. Examination and Retention of Records

(a) The Contracting Officer and his representatives shall have the audit and inspection rights described in the applicable paragraphs (b) and (c), below.

(b) If this is a cost-reimbursement type, incentive, time and materials, labor hour, or price re-determinable contract, or any combination thereof, the Contractor shall maintain, and the Contracting Officer and his representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. Such right of examination shall include inspection at all reasonable times at the Contractor's plants, or such parts thereof, as may be engaged in or maintain records in connection with the performance of this contract.

(c) If the Contractor submitted certified cost or pricing data in connection with the pricing of this contract or if the Contractor's cost of performance is relevant to any change or modification to this contract, the Contracting Officer and his representatives shall have the right to examine all books, records, documents, and other data of the Contractor related to the negotiation, pricing, or performance of such contract, change, or modification for the purpose of evaluating the costs incurred and the accuracy, completeness, and currency of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the costs incurred and the cost or pricing data submitted, along with the computations and projections used therein.

(d) The materials described in (b) and (c), above, shall be made available at the office of the Contractor at all reasonable times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under this contract, except that:

(1) if this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any final settlement; and

(2) records which relate to appeals under the Disputes Clause of this contract or litigation, or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been resolved.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts exceeding \$10,000 hereunder, altered to reflect the proper identification of the contracting parties and the Contracting Officer under the prime contract.

11. Inspection

(a) "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards as the contract requires.

(c) The Authority has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The Authority shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services do not conform to the contract requirements, the Authority may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Authority may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(e) If the Contractor fails promptly to perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of such service or (2) terminate the contract for default.

12. Notice of Labor Disputes

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor immediately shall give notice, including all relevant information, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

13. Licenses and Permits

The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

14. Compliance with the Law

The Contractor shall perform all work hereunder in compliance with all applicable federal, state, and local laws and regulations. The Contractor shall use only licensed personnel to perform work required by law to be performed by such personnel.

15. Federal, State, and Local Taxes

The contract price includes all applicable federal, state, and local taxes and duties. The Authority is exempt from Florida state and local sales and use taxes, and any such taxes included on any invoice or voucher received by the Authority shall be deducted from the amount of the invoice or voucher for purposes of payment.

16. Prompt Payment

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 (ten) calendar days from receipt of each payment the prime receives from the Authority. The Contractor agrees further to release retainage payments (if applicable) to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed and final payment has been made to the subcontractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from the Contracting Officer.

17. Publicity Releases

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work hereunder which the Contractor or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to approval by the Contracting Officer prior to release.

18. Removal of Contract Personnel

(a) The Contractor and any subcontractor acknowledge that any person assigned to work under this contract must perform their duties so as to not unduly impair contract performance. By assigning a person to work under this contract, the Contractor agrees to be responsible for the behavior of that person during contract performance.

(b) The Contractor acknowledges that the Authority has the right to require the removal of any Contractor or subcontractor employee that the Contracting Officer determines, at his sole discretion, to be negatively effecting performance of work under the contract. Examples of such behavior include: (1) conduct which poses a threat to the safety of anyone working under the contract; (2) conduct which is disruptive to contract performance; (3) careless work performance; and (4) other behavior determined by the Contracting Officer to be objectionable or unduly hindering contract performance.

(c) Upon receipt of written notice from the Contracting Officer that a person's behavior is unduly impairing contract performance, the Contractor agrees to remove that person from doing any further work on the contract, and to cause that person to be removed from the worksite. The Contractor agrees that it is not entitled to any additional costs it may incur as a result of the removal of the person named by the Contracting Officer.

19. Interest of Public Officials

The Contractor represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will be pecuniarily interested or benefited directly or indirectly in this contract. The Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board (Executive Committee) of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this contract. For breach of any representation or warranty in this clause, the Authority shall have the right to annul this contract without liability and/or have recourse to any other remedy it may have at law.

20. Civil Rights

(a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity.

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(c) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

21. Soliciting or Accepting Gifts

Pursuant to section 112.3148(3), Florida Statutes, no HART employee shall solicit anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action.

22. Government-Wide Debarment and Suspension

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

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

(c) By signing and submitting its bid or proposal, the proposer or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Hillsborough Transit Authority. If it is later determined that the proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Hillsborough Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

23. Prohibited Interest

No member, officer, or employee of HART or of a local public body during his tenure or two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as provided by law.

24. Indemnification and Hold Harmless

(a) It is expressly agreed that the first five dollars of the amount to be paid the Contractor pursuant to this contract is given as separate consideration for the following covenant of indemnification: The Contractor agrees to be responsible for, and assume the defense of and indemnify and hold harmless HART, its officers and employees, except for the sole negligence of HART, 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 Contractor or by any person, firm, or corporation to whom any portion of the work is subcontracted by the Contractor, or resulting from the use of any tools, machinery, or other property of HART.

(b) In any litigation or arbitration, including appellate proceedings, arising out of or relating to this contract, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

25. Termination

(a) Termination for Convenience: Notwithstanding any provision herein, HART may terminate this contract by written notice, in whole or in part, when it is in the Government's interest. If this contract is terminated, HART shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(b) Termination for Default: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Hillsborough Transit Authority may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If the Contractor defaults in performance of this contract HART has the right to withhold the disputed amounts.

(c) Opportunity to Cure: The Hillsborough Transit Authority in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

(d) If Contractor fails to remedy to Hillsborough Transit Authority's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by Contractor of written notice from Hillsborough Transit Authority setting forth the nature of said breach or default, Hillsborough Transit Authority shall have

the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hillsborough Transit Authority.

Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(e) If it is later determined by the Hillsborough Transit Authority that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Hillsborough Transit Authority, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

26. Disputes

(a) Except as otherwise provided in the contract, disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be determined by the Contracting Officer. The Contracting Officer shall, furnish a copy of the decision thereof to the Contractor. This decision shall be final and conclusive unless within thirty (30) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written notice of appeal to the Chief Executive Officer or his/her designee. In connection with any such appeal, if accepted, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its position. If the parties fail to resolve the dispute either party may request the matter to be resolved by Mediation or Arbitration. Pursuant to the appeal, the Chief Executive Officer or his/her designee may conduct a review of the Contracting Officer's decision, or the Board of Directors, at its discretion, may refer the matter to Mediation or Arbitration.

(b) Unless otherwise directed by HART, the Contractor shall diligently continue performance under the contract while matters in dispute are being resolved. The parties may voluntarily enter into mediation to resolve any issue. The parties shall agree upon a neutral mediator to mediate the claims, issues, or disputes.

(c) Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

(d) Rights and Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between HART and the Contractor arising out of or relating to this agreement or its breach may be decided by mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida.

(e) The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by HART, Procuring Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

27. Mediation and Arbitration

(a) The Contractor agrees to use good faith efforts to resolve all disputes. In the event the parties are unable to resolve any dispute relating to the contract, such dispute may be submitted to voluntary mediation or binding, self-administered arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as agreed to by the parties. A single mediator or arbitrator may be selected by the parties within thirty days of a written demand for mediation or arbitration. Demand for mediation or arbitration may be made within a reasonable time after the dispute has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. If the parties cannot agree on the mediator or arbitrator, then either party may file a motion or application with the Chief Judge (or Acting Chief Judge) of the court with jurisdiction to appoint either a mediator or an arbitrator. Any mediator or arbitrator chosen shall be a disinterested party with knowledge of the industry. The mediator or arbitrator shall construe this contract in accordance with the laws of the State of Florida. Venue for mediation or arbitration shall be Hillsborough County, Florida. Any expenses incurred in connection with hiring the mediator and the administrative costs of the mediation shall be shared and paid equally between the Parties.

(b) If arbitration is elected, the arbitrator's reasoned opinion shall be in writing, separately and specifically stating the findings of fact and conclusions of law on which the decision is based, and shall be rendered within ninety (90) days following selection of the arbitrator unless the parties mutually agree to extend said time. Each party shall be entitled to reasonable discovery in accordance with the Federal Rules of discovery. Only damages allowed pursuant to the contract may be awarded and the arbitrator shall have no authority to award treble, exemplary or punitive damages of any type under any circumstances regardless of whether such damages may be available under Florida law. The

decision of the arbitrator shall be final and non-appealable. Any expenses incurred in connection with hiring the arbitrator and the administrative costs of the arbitration shall be shared and paid equally between the parties. If the parties do not agree to mediate or arbitrate the disputes, the parties may avail themselves of any other action available by law.

28. Assignment

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the prior written consent of the Contracting Officer. In addition, any and all successors or assigns of the contractor whether by sale or merger or otherwise shall be approved in writing by HART prior to working on this contract.

29. Order of Precedence

In the event of any inconsistency between the provisions of the solicitation (including any resulting contract), the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Special Solicitation Instructions and Conditions; (c) Solicitation Instructions and Conditions; (d) Special Provisions; (e) General Provisions; (f) other provisions of the contract whether incorporated by reference or otherwise; and (g) the specifications or statement of work.

30. Governing Law

(a) The work done by the selected contractor in response to the request for proposals 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 Contractor's expense.

(b) 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.

(c) In the event that the contractor 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.

(d) Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

31. Drawings and Other Data

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Authority and may be used on any other design or construction without additional compensation to the Contractor. The Authority shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under Section 201(b) of Title 17, United States Code. With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights or establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after completion of the project, agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

32. Drug Free Workplace

During the performance of this contract and in the event of any inconsistency between the provisions of the Contractor's Drug Free Work Place policy and HART's Drug Free Work Place Policy Manual (available upon request), HART's Policy shall prevail.

33. Duty to Inform

If at any time during the performance of this contract, the Contractor becomes aware of actual or potential problems, fault or defect in the project or any nonconformance with any contract document, federal, state, or local law, rule, or

regulation, the Contractor shall give immediate written notice thereof to the Authority's Contracting Officer.

34. Equal Opportunity

During the performance of this contract, the Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, handicapping conditions, or national origin. The Contractor further agrees to afford equal opportunity required by applicable federal, state, or local law to subcontractors and vendors which are "disadvantaged business enterprises" or "minority and women owned enterprises" (both as defined by federal law or regulation in effect on the date of this contract). The Contractor agrees to insert the substance of this clause in all subcontracts and purchase orders.

35. Equal Opportunity Reporting

The Contractor agrees that, in connection with the award of any subcontracts in excess of \$5,000 under this contract, the Contractor will require the subcontractor to certify to the Contractor (on a form furnished or approved by the Authority) if the subcontractor is, or is not, a Disadvantaged Business Enterprise ("DBE") (as defined by the Authority). As a condition to final payment under this contract, the Contractor shall submit to the Authority and certify a list of all DBE subcontractors, which list shall include a description of the item, work, or services provided by such subcontractors and the dollar amount of each subcontract.

36. Final Acceptance

If the Authority determines that all contractual requirements have not been satisfied, it shall withhold issue of the Notice of Final Acceptance until completion of all outstanding requirements. Before final payment, the Contractor shall execute and deliver to the Contracting Officer a release of all claims against the Authority arising under or by virtue of this contract and such other documents as may be required by the Contracting Officer.

37. Infringement

(a) The Contractor agrees to defend, indemnify, and hold harmless the Authority and its subsidiaries, directors, officers, employees, agents, successors and assignees (hereinafter "indemnified Persons") against any demand, claim, cause of action, suit, proceeding, or judgment that any service or design, or product called for in any service of design, provided by the Contractor under this contract (herein called "deliverables") that infringes any patent, copyright, trademark, service mark, trade dress, utility model, industrial design, mask work, trade secret or other proprietary right of a third party. The Contractor will pay any and all costs of such defense and settlement (including, without limitation, interest, fines, penalties, costs of investigation, costs of appeals, and attorney's fees), and will pay any and all costs and damages finally awarded against any of the Indemnified Persons. The Contractor will provide written notice to the Authority of any litigation or legal action within one business day of being notified, served, or otherwise informed of such litigation or legal action. The Authority shall have the right to employ separate counsel and participate in its defense. No settlement pertaining to the Authority's right to use the deliverables as provided herein shall be made without the Authority's prior written consent.

(b) In the event that any deliverables furnished hereunder, or called for in any design or services provided under this Contract, is in any suit, proceeding, or judgment held to constitute an infringement on any third party's right and its use is enjoined, the Contractor shall use its best efforts immediately, and at its own expense to: (i) procure the right for the Authority to continue using the deliverable, (ii) modify the deliverable, or (iii) provide for the replacement of the deliverable with an alternative product that is functionally equivalent to the deliverable. In the event the Contractor is unable to provide the Authority with one of the forms of relief described in this subparagraph, the Contractor shall reimburse the Authority the total charges the Authority paid for the deliverable that is held to constitute an infringement.

38. Inspection of Services (Cost-Reimbursement)

(a) The word "services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards as the contract requires.

(c) The Authority has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Authority shall perform inspections and tests in a manner that will

not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Authority may require the Contractor to perform the services again, at no additional cost or fee, in conformity with contract requirements. When the defects in services cannot be corrected by reperformance, the Authority may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Authority may (1) in addition to any other remedies available to the Authority by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

39. Interest on Contractor Indebtedness

(a) Notwithstanding any other clause of this contract, all amounts that become payable by the Contractor to the Authority under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. In no event shall the interest charged or payable hereunder exceed that allowable under Texas law.

(b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract;
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination;
- (3) The date the Authority transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt (unless a later date is set forth therein); or
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification

40. Limitation of Funds

(a) The parties estimate that performance of this contract will not cost the Authority more than the estimated cost specified in the not to exceed value of this contract. The Contractor agrees to use its best efforts to perform the work specified in the appropriate fiscal years' Scope of Services within the not to exceed value shown as well as all other obligations under this Contract.

(b) The not to exceed value specifies the amount presently available for payment by the Authority and allotted to this contract. The Annual Work Program defines the tasks covered, and the period of performance it is estimated it will take to perform the tasks. The Contractor agrees to perform, or have performed work on the contract up to the point at which the total amount paid and payable by the Authority under the contract approximates but does not exceed the total amount actually allotted by the Authority to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total estimated costs so far allotted by the Authority in performance of this contract, or will be either greater than had been previously estimated. The notice shall state the estimated amount of additional funds required to continue performance of the contract up to the end of the current fiscal year.

(d) If, after notification, additional funds are not allotted by the end of the period specified in the Annual Work Program or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligation beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(e) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this

clause--

- (1) The Authority is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Authority to this contract; and
 - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the amount then allotted to the contract by the Authority until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Authority has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Authority to this contract.
- (f) No notice, communication, or representation in any form other than that specified in subparagraph (e)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Authority to this contract. In the absence of the specified notice, the Authority is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Authority to this contract, whether incurred during the course of the contract or as a result of termination.
- (g) When and to the extent that the amount allotted by the Authority to the contract is increased, any costs the Contractor incurs before the increase that are in excess of the amount previously allotted by the Authority shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- (h) Change orders shall not be considered an authorization to exceed the amount allotted by the Authority specified in the not to exceed value of this contract, unless they contain a statement increasing the amount allotted.
- (i) Nothing in this clause shall affect the right of the Authority to terminate this contract. If the Contract is terminated, an equitable distribution of all property produced or purchased under the contract shall be negotiated, based upon the costs incurred.
- (j) If the Authority does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee equaling the percentage of completion of the work completed by the Contractor.

41. Limitation on Pre-Claim Interest

- (a) Except as otherwise provided, to the extent that Chapter 7 of the Authority's Procurement Regulations, entitled "Cost Principles", apply to this contract, no imputed or other forms of interest shall be allowable for additional work or other costs or expenses.

42. Organization and Direction of the Work

- (a) When this contract is executed, the Contractor shall submit to the Contracting Officer within seven calendar days a chart showing the general executive and administrative organization, the personnel to be employed in connection with the services or work under this contract, and their respective duties. The Contractor shall keep the data furnished current by supplementing it as additional information becomes available.
- (b) Work performance under this contract shall be under the full-time resident direction of: (1) the Contractor, if the Contractor is an individual; (2) one or more principal partners, if the Contractor is a partnership; or (3) one or more senior officers, if the Contractor a corporation, association, or similar legal entity. However, if the Contracting Officer approves, the Contractor may be represented in the direction of the work by a specific person or persons (approved by the Authority) holding positions other than those identified in this paragraph. Regardless, the Contractor shall designate in writing to the Authority one individual who is assigned overall responsibility for the contract.

- (c) The chart required by this clause shall reflect the key personnel as agreed to during negotiations. The Contractor shall not replace, remove or reassign any of such key personnel without prior written notice to and consent by the Contracting Officer. However, the Contractor shall, if requested to do so by the Authority, remove or reassign any personnel not acceptable to the Authority.

43. Other Direct Costs

- (a) Other Direct Costs are those costs that are not classified in another direct cost category and are attributable to a specific contract or other final cost objective. Other Direct Costs (ODC) may include but are not limited to the following:

Delivery expenses, local travel, out-of-town travel, photographs, reproduction, blueprints, job specific computer software and training.

(b) The billings for these costs are provisional in nature and subject to audit. No markup is allowed on these costs. The ODC Costs should be billed at the Contractor's actual cost. The legible copy may be submitted in lieu of the original provided it is submitted with a certified attestation as to its authenticity and applicability to the contract. Note: if a legible copy is not received, no payment will be made until such is received.

(c) For reasons of practicality, any direct cost of minor dollar amount may be treated as an indirect cost if the accounting treatment:

- (1) Is consistently applied to all final cost objectives; or
- (2) Produces substantially the same results as treating the cost as a direct cost.

(d) The Contractor shall invoice Other Direct Costs in the same way it accounts for these costs in its accounting system (either by a direct charge to a contract or other final cost objective or as part of the indirect overhead expense pool). The Contractor should be consistent in the way it accounts for these types of cost in its accounting system. The Contractor may not invoice as Other Direct Costs on this contract, types of costs incurred for the same purpose in like circumstances that were included in the Contractor's indirect overhead expense pool for another contract or final cost objective.

44. Payment of Interest on Claims

If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes Clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined to be owed by the Authority shall be payable to the Contractor. Such interest shall be at the rate determined by the United States Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes Clause of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of the Authority or its duly authorized representative. In no event shall the interest payable hereunder exceed that allowable under Texas law.

(b) Notwithstanding (a), above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies under this contract or before a court of competent jurisdiction.

45. Payment for Overtime Premiums

No overtime premiums shall be paid without the prior written approval of the Contracting Officer. When, and if, overtime is approved by the Contracting Officer, neither fee nor overhead shall be applied or allowed on the premium portion of overtime charges.

46. Permits, Approvals, and Authorizations from Public Entities

Upon request of the Contracting Officer, the Contractor shall assist in applying for approvals or authorizations from public entities having jurisdiction over the project and shall make such supplementary or clarifying drawings or specifications so as to allow the obtaining of all such permits, approvals or authorizations at no additional cost.

47. Predetermined Indirect Cost Rates

(a) Notwithstanding the Allowable Cost and Payment Clause of this contract, the allowable indirect costs under this contract shall be obtained by applying predetermined indirect cost rates to bases agreed upon by the parties, as specified below.

(b) Not later than 120 days after the expiration of the Contractor's fiscal year, the Contractor shall submit to the Contracting Officer proposed predetermined indirect cost rates and supporting cost data. The proposed rate shall be based on the Contractor's actual cost experience during the fiscal year. Negotiations of predetermined indirect cost rates shall begin as soon as practical after receipt of the Contractor's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with Chapter 7 of the Authority's procurement regulations in effect on the date of this contract.

(d) Predetermined rate agreements in effect on the date of this contract shall be incorporated into the contract Schedule. The Contracting Officer and Contractor shall negotiate rates for subsequent periods and execute a written indirect cost rate agreement setting forth the results. The agreement shall specify (1) the agreed-upon predetermined indirect cost rates, (2) the bases to which the rates apply, (3) the fiscal year (unless the parties agree to a different period) for which the rates apply, and (4) the specific items treated as direct costs or any changes in the items previously agreed to be direct costs. The indirect cost rate agreement shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The agreement is incorporated into this contract upon execution.

(e) Pending establishment of predetermined indirect cost rates for any fiscal year (or other period agreed to by the parties), the Contractor shall be reimbursed either at the rates fixed for the previous fiscal year (or other period) or at billing rates acceptable to the Contracting Officer, subject to appropriate adjustment when the final rates for that period are established.

(f) Any failure by the parties to agree on any predetermined indirect cost rates under this clause shall not be considered a dispute within the meaning of the Disputes Clause. If for any fiscal year (or other period specified in the Schedule) the parties fail to agree to predetermined indirect cost rates, the allowable indirect costs shall be obtained by applying final indirect cost rates established in accordance with the Allowable Cost and Payment Clause.

(g) Allowable indirect costs for the period from the beginning of performance until the end of the Contractor's fiscal year shall be obtained using the predetermined indirect cost rates and the bases shown in the Schedule.

48. Price Reduction for Defective Cost or Pricing Data

(a) If any price, including profit or fee, negotiated in connection with this contract or any cost reimbursable under this contract (including any modifications thereto) was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its respective Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly, and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a), above, due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor (if there was no subcontract) was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c) Before awarding any subcontract expected to exceed \$100,000 when entered into, or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$100,000, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless the price of the subcontract or modification thereto is --

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(d) The Contractor shall require the subcontractor to certify in substantially the form prescribed in section 3-505 of the Authority's Procurement Regulations that, to the best of its knowledge and belief, the data submitted under paragraph (a), above, were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(e) The substance of subparagraphs (c) and (d) and this subparagraph (e) of this clause shall be included in all subcontracts expected to exceed \$100,000 when entered into.

49. Price Reduction for Defective Cost or Pricing Data (Modifications)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, of more than \$100,000, except that this clause does not apply to any modification for which the price is:

- (1) Based on adequate price competition;
- (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
- (3) Set by law or regulation.

(b) If any price (including profit) or fee negotiated in connection with any modification covered by this clause under paragraph (a), above, was increased by any significant amount because (1) the Contractor or subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its respective Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished to the Contractor (in support of the subcontractor cost estimates) cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(c) Any reduction in the contract price under paragraph (b), above, due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor (if there was no subcontract) was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) Before awarding any subcontract expected to exceed \$100,000 when entered into, or pricing any subcontract modification involving a pricing adjustment expected to exceed \$100,000, the Contractor shall require the subcontractor to submit cost or pricing data

(actually or by specific identification in writing), unless the price of the subcontract or modification thereto is --

- (1) Based on adequate price competition;
- (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
- (3) Set by law or regulation.

(e) The Contractor shall require the subcontractor to certify in substantially the form prescribed in section 3-505 of the Authority's procurement regulations that, to the best of its knowledge and belief, the data submitted under paragraph (d), above, were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(f) The Contractor shall insert the substance of subparagraphs (d) and (e) and this subparagraph (f) of this clause in each subcontract that exceeds \$100,000 when entered into.

50. Price of Adjustments

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other provision of this contract, such costs shall be in accordance with Chapter 7, "Cost Principles", of the DART Procurement Regulations. In the absence of specific directions in DPR Chapter 7, the Federal Acquisition Regulation (FAR) Part 31 will apply.

51. Records

As used in paragraph 11 of Exhibit E (Audit and Inspection of Records), "records" include books, documents, recordings, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, or in the form of computer data, or in any other form.

52. Title to Submittals

All information, drawings, or other submittals required to be furnished by the Contractor to the Authority under this

contract shall become the property of the Authority.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

For assistance in identifying subcontracting opportunities or with questions concerning the provisions in this Exhibit ONLY, contact Janice Cook, HART's DBE Coordinator at (813) 623-5835 Ext. 1003.

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1. Disadvantaged Business Enterprise (DBE) Policy

The Hillsborough Area Regional Transit Authority (HART) receives Federal financial assistance from the U. S. Department of Transportation (USDOT). As a condition of receiving USDOT assistance, HART has signed an assurance that it will comply with 49 CFR Part 26, Disadvantage Business Enterprise (DBE) Program.

It is the policy of the HART to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

"Disadvantaged Business Enterprise" or "DBE" means a for profit small business concern: (1) which is at least 51 percent owned by one or more socially or economically disadvantaged individuals, or in the case of a corporation in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

HART's agency-wide DBE goal for FY09 is 10.5%. **The DBE goal established for this solicitation is 10%.** If the goal is 0% (considered as race neutral), HART encourages Prime Contractors to provide and report opportunities to DBEs.

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as HART deems appropriate.

Only the work actually performed by a certified DBE will be counted towards the DBE participation. The cost of supplies and materials obtained by the certified DBE or equipment leased (except from the prime contractor or its affiliate) may also be counted per 49 CRF Part 26. Work that a certified DBE subcontracts to a non-DBE firm does not count toward DBE participation. A certified DBE should perform at least 30 percent of the total cost of its contract with its own work force. If materials or supplies are obtained from a certified DBE manufacturer, 100 percent of the cost will be counted for DBE

participation. If the materials or supplies are purchased from a certified DBE dealer, 60 percent of the cost will be counted for DBE participation.

DBE achievement will not be counted toward the overall contract until the certified DBE has been paid.

2. DOT Short Term Lending Program (STLP)

The U.S. Department of Transportation (DOT) offers a variety of programs to help certified DBE firms to access the capital they need to participate in transportation contracts. DOT has joined state and local governments and the private sector in a cooperative effort to provide certified DBEs with access to the capital they need to grow and compete in the transportation market place.

Many DBEs, that are qualified to perform transportation-related contracts, have experienced difficulty 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 DBE's the opportunity to obtain short-term working capital at variable interest rates for transportation-related projects.

- (a) To be eligible to receive a STLP a business must be a certified DBE and have at least three years of past performance history. Start-up businesses are not eligible.
- (b) 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/>.

3. Record Retention

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

4. Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from HART. The prime contractor agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor'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 HART. This clause applies to both DBE and non-DBE subcontractors. If the prime contractor determines the work to be unsatisfactory, they must notify HART's Project Manager immediately, in writing, and state the reason(s) of unsatisfactory work performance. Failure to satisfy prompt payment to DBE's no later than 14 days from the receipt of payment from HART will be cause to terminate the contract.

5. False, Fraudulent, Dishonest Statements and Debarment

HART will bring to the attention of the U. S. Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program. HART will also inform prime contractors and subcontractors participating in HART 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.

6. DBE Good Faith Efforts

If an Offeror does not meet the DBE goal, it shall nevertheless be eligible for award of the contract if it can demonstrate to the Contracting Officer that it has made a good faith effort to meet the DBE goal. This good faith efforts documentation should be submitted when the initial response to HART's solicitation is due. All contractors, including DBE prime contractors, are required to submit good faith efforts documentation, if necessary. In evaluating an Offeror's good faith effort submission, HART will only consider those documented efforts that occurred prior to the good faith efforts determination.

In the event that a firm submitted by an Offeror is not certified, the Offeror will be notified and given an opportunity to substitute that firm with a certified DBE firm. The Offeror will have five (5) calendar days from the date of notification to accomplish the substitution. In the event the Offeror is unable to contract with another substitute DBE firm, the good faith efforts that the Offeror made in attempting to contract with a substitute DBE firm must be documented to the Contracting Officer at the end of the same five (5) calendar day period.

In making a determination that the Offeror has made a good faith effort to meet the DBE goal, the Offeror shall furnish to the Authority, as part of its DBE utilization information provided under the Submission of DBE Utilization Forms and Related Documentation provision, such specific documentation concerning the steps it has taken to obtain DBE participation.

All offerors on federally funded contracts with a specific DBE goal must, in order to be responsible, make good faith efforts to include DBE participation. This means that the offeror must show that it took all necessary and reasonable steps to achieve DBE participation, even if they were not fully successful.

The Contracting Officer must make a fair and reasonable judgment whether an offeror made adequate good faith efforts. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that the offeror has made. The efforts employed by the offeror should be those that one could reasonably expect an offeror to take if the offeror were actively and aggressively trying to obtain DBE participation sufficient to meet DBE participation. Mere pro forma efforts are not good faith efforts to guarantee DBE participation. It is emphasized, however, that determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

(a) The following is a list of types of actions which will be considered as part of the offeror's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

In making a determination that the Offeror has made a good faith effort to meet the DBE goal, the Offeror shall furnish to HART, as part of its DBE utilization information, such specific documentation concerning the steps it has taken to obtain DBE participation. By way of illustration and not limitation, HART will consider the following information:

- (1) Whether the Offeror attended any pre-bid or pre-proposal meetings scheduled by HART to discuss, among other matters, DBE participation opportunities and acknowledged receipt of DBE certified vendor lists;
- (2) Whether the Offeror advertised in general circulation, trade association, and/or minority/women-focus media concerning subcontracting opportunities;
- (3) Whether the Offeror provided written notice to a reasonable number of DBEs that their interest in the contract was being solicited in sufficient time to allow DBEs to participate effectively;
- (4) Whether the Offeror followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
- (5) Whether the Offeror selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down the contract into economically feasible subcontracts to facilitate DBE participation);
- (6) Whether the Offeror provided interested DBEs with adequate information about the plans, specifications, scope of work and requirements of the contract;
- (7) Whether the Offeror negotiated in good faith with interested DBEs regarding their capabilities, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation;
- (8) Whether the Offeror negotiated in good faith with interested DBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested DBE firms;
- (9) Whether the Offeror made efforts to assist interested DBEs in obtaining bonding, lines of credit, insurance, etc., as required by HART or the Offeror;
- (10) Whether the Offeror made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services;

(11) Whether the Offeror effectively used the services of available minority and women community organizations; contractor groups; local, State, and Federal business assistance offices; and other organizations that provide assistance in the identification of DBEs;

(12) Whether the Offeror obtained written documentation from a bona fide surety company indicating that bonding was denied and for what reason(s), prior to the DBE being rejected as a potential subcontractor for failing to obtain Offeror-required bonding. Documentation furnished by a surety company will be subject to verification by HART; and

(13) Whether other Offerors have attained a sufficient level of DBE participation to meet the contract goals.

7. Administrative Reconsideration

Within 3 days of being informed by HART that the offeror is not responsive because it has not documented sufficient good faith efforts, an offeror may request administrative reconsideration. The offeror should make this request, in writing, to the following reconsideration official: Chief of Administration, Ms. Brenda Mowen, 1201 East 7th Avenue, 3rd Floor, Tampa, FL 33605, (813)-223-6831. The reconsideration official will not have played any role in the original determination that the offeror did not document sufficient good faith efforts.

As part of this reconsideration, the offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it made adequate good faith efforts to do so. The offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it made adequate good faith efforts. HART will send the offeror a written decision on reconsideration, explaining the basis for finding that the offeror did or did not make adequate good faith efforts. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

8. Financial Institutions

The Contractor is encouraged to utilize the services of socially and economically disadvantaged, minority and woman-owned financial institutions. The identities of such institutions are available from the Contracting Officer.

9. Modifications or Substitutions

This Provision applies to all modifications and substitutions under this Contract. The prime contractor will be required to comply with this Provision to the extent needed to achieve the HART DBE goals agreed to at the time of contract award.

If a prime contractor wishes to terminate or substitute a subcontractor listed as fulfilling its contract goal, it must submit written documentation prior to the termination or substitution of the subcontractor to the Contracting Officer. This will include any changes to items of work, material, services, or firms that differ from those identified on the Intent to Perform As A Subcontractor form(s) on file with the Contracting Officer. The prime contractor must provide any and all documentation and information as may be requested with respect to the requested change.

The prime contractor's documentation shall include the specific reasons for the proposed change. Specific reasons that are acceptable include, but are not limited to: the subcontractor was not able to perform; the subcontractor was unable to produce acceptable work; and/or the subcontractor has submitted an unreasonable escalation in price. In the case of a subcontractor being substituted by another subcontractor, the prime contractor should include the name, address, and telephone number, and principal office of the proposed subcontracting firm. The Chief of Civil Rights Officer will approve or disapprove the change.

If the change involves a subcontractor substitution, the prime contractor must make good faith efforts to replace one DBE subcontractor with another DBE subcontractor. The substitute DBE subcontractor must be certified by an agency in the Florida's Unified Certification Program (UCP) in order for the prime contractor to receive credit toward fulfilling its DBE participation goal for the contract. In the event that the prime contractor is unable to contract with another DBE firm, good faith effort documentation must be provided to the Contracting Officer describing the unsuccessful attempts to locate a substitute DBE subcontractor. In all situations, the prime contractor may not terminate or substitute a DBE subcontractor without the prior written consent of the Contracting Officer.

The prime contractor must submit a new Intent to Perform as a Subcontractor form for the substitute subcontractor(s) with the request for change, to verify that any new subcontractor(s) are approved and any DBE is certified by an agency in Florida's Unified Certification Program. The Contracting Officer shall notify the prime contractor in writing of the decision as expeditiously as possible. If the contract has been awarded and the Contracting Officer approves the proposed

substitution in writing, the prime contractor shall provide a copy of the executed subcontract agreement with the proposed subcontractor to the Contracting Officer within fourteen (14) days of its receipt of the substitution approval.

If the change involves a modification, the Contractor must submit, if applicable, the Intent to Perform as a Subcontractor form specified for contract modifications for any HART subcontractor affected by this change. This form may be obtained from the Contracting Officer.

If the Contractor does not comply with this Provision, HART may elect to apply contract remedies as defined in 49 CFR Part 26, or other contract remedies, as appropriate. Additionally, the Contracting Officer may order that the profits from the terminated portion of the HART subcontract be forfeited by the Contractor.

ATTACHMENT 1 TO EXHIBIT G

HILLSBOROUGH AREA REGIONAL TRANSIT – DBE FORM

SOLICITATION NUMBER: RFP R108171

INTENT TO PERFORM AS A SUBCONTRACTOR
FOR A CONTRACT AWARD

All subcontracting firms to be used on this solicitation must fill out this form. DBE firms participating in HART's contracting opportunities must have "current" certification status with Florida's Unified Certification Program (UCP) prior to award of this contract. DBE certification of any firm must be current; DBE certification is effective for three (3) years from the date of written notification of certification. If HART determines that the firm is not an eligible DBE firm for HART contracts and subcontracts, the prime contractor will be notified of the ineligibility of the listed firm. The submission of this form is considered an issue of responsibility and HART will not award a contract to any Offeror who has not supplied this documentation.

1. Name of Offeror / Prime Contractor _____.
2. The undersigned has been certified by the Florida UCP _____.
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both):

and at the following price \$ _____.

With respect to the proposed subcontract described above, _____% of the dollar value of such subcontract will be sublet and/or awarded to non-DBE contractors.

NOTICE: If the DBE firm is not sub-subcontracting any of the work described above, a zero (0) must be shown in the blank above.

(Name of DBE Firm) BY: _____
(Signature of Owner, President or Authorized Agent)

DATE: ____/____/____ PHONE: _____
(Print or Type - Name of Signature of Owner,
President or Authorized Agent of DBE firm)

DECLARATION OF PRIME CONTRACTOR

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title of Declarant)

and a duly authorized representative of _____
(Name of Prime Contractor)

to make this declaration and that I have personally reviewed the material and facts set forth in this Intent to Perform form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the (DBE) firm signed this form in the place indicated, and no material facts have been omitted.

Except as authorized by the Contracting Officer, the undersigned will enter into a formal agreement with the listed (DBE) firm for work as indicated by this form within ten (10) business days after receipt of the contract executed by the Hillsborough Area Regional Transit Authority. The undersigned will provide the Contracting Officer a copy of that agreement within three (3) business days of execution.

The Prime contractor designated the following person as their DBE Liaison Officer:

(Name-Please Print) _____
(Phone)

Pursuant to 49 CFR Section 26.107, any person [entity] who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes and may be referred to the Department of Transportation, and possibly the Department of Justice, for prosecution.

(Name of Declarant) _____
(Signature) _____
(Date)

ATTACHMENT 2 TO EXHIBIT G

HILLSBOROUGH AREA REGIONAL TRANSIT - DBE FORM

INSTRUCTIONS FOR CONTRACTORS
"HOW TO FILL OUT VENDOR PAYMENT REPORT"

The Vendor Payment Report is to be filled out by the Contractor and submitted with each invoice. The instructions below correspond to each item on the reverse side of the report. Please follow the instructions.

1. **Invoice No.**
Fill in the invoice number accompanying this report.
2. **Report No.**
Fill in the number of the report you are sending in sequence. For example: If this is the second invoice you are submitting, you are sending in Report No. 2.
3. **Reporting Period**
This is to be filled in to state the period of time you are reporting. Example: From: April 1, 2009 To: April 30, 2009.
4. **HART Contract Number**
Fill in the contract number assigned to your project by HART.
5. **Type of Contract**
Designate the type of contract that has been awarded your company by HART.
6. **Contractor's Business Name, Address and Telephone Number**
Fill in your company's name, address, and telephone number.
7. **Date of Contract Award**
Fill in the date contract was executed by both you and HART.
8. **Scheduled Date of Completion**
Fill in completion date of contract as written in contract.
9. **Original Contract Amount**
Fill in dollar amount of original contract agreed upon by you and HART.
10. **Current Amended Contract Amount and Date**
Fill in dollar amount of original contract plus/minus the dollar amount agreed upon at a later date as a result of contract modifications, if applicable. Include date modification was executed.
11. **Total Amount Received to Date**
Fill in the dollar amount you have received from HART to-date.
12. **Total Amount Owed**
Fill in the dollar amount of the contract minus amount paid to you by HART.
13. **Committed DBE Participation**
Fill in the percentage of DBE participation you committed to obtain in the contract.
14. **Instructions for Calculation of DBE Percentage**
15. **Actual DBE Percent Paid-to-Date**
Fill in the calculated dollar amount paid to the DBE divided by the dollar amount you received from HART.
16. **Name of Subcontractors**
Name all DBE subcontractors. (Use additional sheets as necessary.)
17. **DBE**
State whether the DBE subcontracting firm is a 51% owned and operated by male/female (M=Male, F=Female) and ethnicity (B=Black American, H=Hispanic American, N=Native American, S=Subcontinent Asian American, A= Asian-Pacific American, W=Non-minority female, O=Other) in this column.
18. **Description of Work**
State the work performed by the DBE subcontractor.
19. **Amount and Date of Last Payment**
State the amount and date of last payment made to each DBE subcontractor. Submit evidence of payment, i.e., cancelled check, check register, etc.
20. **Subcontract Value (Dollars)**
State the committed dollar value to the DBE subcontractor for the duration of the contract.
21. **Total Amount Paid-to-Date (Dollars)**
Add all amounts paid to each DBE subcontractor to date.
22. **Percent of Earned Progress to Date**
State dollar amount paid to the DBE subcontractor divided by the amount committed to them.
23. **Amount of This Invoice Allocated to the Subcontractor**
Fill in how much of this invoice will be paid to each DBE subcontractor.

ATTACHMENT 3 TO EXHIBIT G

HILLSBOROUGH AREA REGIONAL TRANSIT - DBE FORM VENDOR PAYMENT REPORT

Hillsborough Area Regional Transit
1201 E. 7th Avenue, 3rd Floor
Hillsborough, Florida 33605
(813) 223-6831

For Official Office Use Only	1) Invoice No.	2) Report No.
	3) Reporting Period From: _____ To: _____	

Instructions: All prime contractors are required to complete and submit this report as specified in the contract, or as requested by the Contracts Specialist, until final payment of the contract. Note: Failure to comply with HART's Disadvantaged Business Enterprise provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with HART in the future in accordance with the procedures set forth in HART's Procurement Regulations. To complete this report, see detailed instructions on the proceeding page of Exhibit G. **This report must be submitted with each invoice.**

4) HART Contract Number		5) Type of Contract (X) () Construction () Service () Professional () Supply		6) Contractor's Business Name, Address and Telephone Number					
7) Date of Contract Award		8) Schedule Date of Completion		9) Original Contract Amount \$ _____		10) Current Contract Amount, Including Modifications (\$ and date) (State amount & date of most recent modification) \$ _____ / _____ / _____			
11) Total Amount <u>Received</u> To Date \$ _____		12) Total Amount Owed \$ _____		13) Committed DBE percentage _____ %		14) DBE Instruction for Calculation of Percentage: Dollar amount paid to DBE divided by dollar amount received by Contractor from HART.		15) Actual DBE Participation % to Date _____ %	
		Amount of This Invoice							
		\$ _____							
16) Name of Subcontractor	17) DBE Ethnicity and Gender	18) Description of Work	19) Amount & Date of Payment(s) Made During Current Invoice Period	20) Subcontract Dollars	21) Amount Paid to Date (Dollars)	22) % Paid to Date	23) Amount of This Invoice Allocated to Subcontractor		
			\$ _____		\$ _____				
			\$ _____		\$ _____				
			\$ _____		\$ _____				
			\$ _____		\$ _____				
			\$ _____		\$ _____				
Company Official's Signature & Title			Date Signed ____ / ____ / ____		Name & Title of Individual Completing Report				

EXHIBIT I

HILLSBOROUGH TRANSIT AUTHORITY POLICY MANUAL

100: HART ORGANIZATION
120: GENERAL ORGANIZATION OF HART

120.05 TRAVEL POLICY: BOARD MEMBERS, CEO & OTHER EMPLOYEES

(1) Purpose

To establish a policy for authorization and reimbursement of travel expenses for Board members, the CEO and other employees (hereinafter called "traveler") in the performance of their official duties while traveling on HART business.

(2) General Policy

(a) Travel expenses shall be limited to those expenses necessarily incurred by the traveler in the performance of HART business. Payment of expenses may be by advancement, reimbursement, or a combination thereof.

(b) Travel Authorization Forms will describe destination, duration and public purpose/type of official business as well as expected costs for registrations, travel and other expenses and this form is to be attached to the travel request for authorization to travel.

(c) Expenses will be reported for reimbursement on a "Travel Expense Report" Form which reports actual expenses and the expenses shall be supported by receipts or other types of substantiation as approved by the CEO or his or her designee.

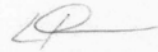
(d) Travel Expense Report Forms shall be signed by the traveler's supervisor, Head of the Department, CFO or CEO for reimbursement. Board member Expense Report Forms shall be signed off by the Board Chair or Secretary for reimbursement.

(e) No travel or per diem expenses shall be paid for travel within Hillsborough County.

(3) Authorization

(a) Travel for Board members will be approved in advance by the Board, at either a

HART Clerk: _____



**HILLSBOROUGH TRANSIT AUTHORITY
POLICY MANUAL**

100: HART ORGANIZATION

120: GENERAL ORGANIZATION OF HART

**120.05 TRAVEL POLICY: BOARD MEMBERS, CEO & OTHER EMPLOYEES
(cont'd)**

Regular or Special meeting of the Board. The travel plan, transportation, and purpose for the travel will be placed on the Consent Agenda for such meeting.

(b) Travel authorizations for the CEO will be approved in advance by the Chair of the Board.

(c) Emergency authorization for travel by a Board Member or CEO will be approved by the Chair of the Board.

(d) Emergency authorization for travel by a Board Member or the CEO will be approved by the Vice Chair or Secretary in the absence of the Chair.

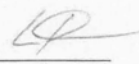
(e) Travel for all other employees will be approved by the CEO or his or her designee.

(f) Authorization for travel will be guided by the Travel Rules for agencies established by the State Department of Banking and Finance.

(4) Reimbursement

(a) Reimbursement rates for travel shall be in accordance with Section 112.061, Florida Statutes which allows for independent special districts to set per diem and travel reimbursement rates. The per diem rates will be based on the rates established and updated from time to time by Hillsborough County. See (5)(d).

HART Clerk: _____



**HILLSBOROUGH TRANSIT AUTHORITY
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100: HART ORGANIZATION

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120.05 TRAVEL POLICY: BOARD MEMBERS, CEO & OTHER EMPLOYEES
(cont'd)

(5) Public Lodging, Subsistence and Registrations.

(a) Reimbursement for lodging expenses normally will be for a single occupancy rate. Double occupancy rooms may be selected only if there is more than one occupant or there is no cost difference. The traveler is expected to exercise his or her best judgment and reasonableness in the selection of lodging.

(b) The location of the hotel should be as convenient as possible to the place where the business of HART will be transacted. However, safety, cost, and other factors should be considered by the traveler when choosing the hotel.

(c) The traveler will be reimbursed for all registration fees at meetings and conferences, as well as fees for attending events which are not included in the basic registration fee and that directly enhance the public purpose of HART's participation at the meeting or conference.

(d) Travelers will be compensated for meals based on the established per diem rates for meals established by Hillsborough County and as updated from time to time.

(e) HART will not reimburse travelers for alcoholic beverages.

(6) Advancements

Notwithstanding the foregoing, the CEO (or the Chair of the Board, for Board Members) may authorize the making of advances to cover the reasonable anticipated costs of travel to travelers.

HART Clerk: _____



HILLSBOROUGH TRANSIT AUTHORITY
POLICY MANUAL

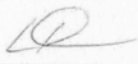
100: HART ORGANIZATION

120: GENERAL ORGANIZATION OF HART

120.05 TRAVEL POLICY: BOARD MEMBERS, CEO & OTHER EMPLOYEES
(cont'd)

- (b) Reimbursement for transportation by common carrier or rental vehicle which is paid for personally by the traveler must be substantiated by an official receipt from the provider.
- (c) Use of privately owned vehicles in lieu of HART owned vehicles or common carrier may be authorized by the CEO.
- (d) Rental cars should only be used when the nature of the trip or the location is such that the use of alternative transportation is not practical or is more expensive.
- (e) If the use of a privately owned vehicle is authorized, the traveler will be reimbursed at the per mile rate established by Hillsborough County, and as updated from time to time, based on actual miles traveled in connection with HART business.
- (f) Use of public transportation is encouraged and is reimbursable without receipts if substantiated by the traveler.
- (g) Taxis and other forms of ground transportation are reimbursable with receipts.
- (h) Reimbursement for expenses related to the operation, maintenance or depreciation of a privately owned vehicle will not be allowed.
- (i) When more than one person is transported by privately owned vehicle, only one traveler shall be allowed mileage reimbursement.
- (j) Tolls and parking fees associated with the use of a HART or privately owned vehicle will be reimbursed in addition to the mileage payment when a receipt is submitted.

HART Clerk: _____



**HILLSBOROUGH TRANSIT AUTHORITY
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100: HART ORGANIZATION

120: GENERAL ORGANIZATION OF HART

**120.05 TRAVEL POLICY: BOARD MEMBERS, CEO & OTHER EMPLOYEES
(cont'd)**

(7) Other Expenses

The traveler will be reimbursed for the following incidental expenses:

(a) Incidental expenses amounting to a maximum of \$5 daily are allowable without receipts, but the type and amount of expense must be documented on the Travel Expense Report.

(b) Expenses for business communication, phone, overnight mail, taxes, modem connection, and other means of communication are reimbursable with receipts.

(c) Personal phone calls are limited to one per day up to a maximum cost per call of \$5.

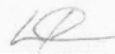
(d) HART does not pay for:

1. Personal entertainment (movies, magazines, or any non-essential activity)
2. Payment of expenses on behalf of anyone else.
3. Personal items (aspirin, toothpaste, shampoo, souvenir, clothes, etc.)
4. Clothes cleaning
5. Baggage handling. (Traveler will only be reimbursed for baggage handling under the category Incidental Expenses.) If there is a need for baggage storage and it is documented with a receipt, it is directly reimbursable. Tips for baggage handling shall not be reimbursed.

(8) Travel Abroad

Passports, visa fees, and immunizations are reimbursable with receipts if required for travel outside the United States.

HART Clerk: _____



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120.05 TRAVEL POLICY: BOARD MEMBERS, CEO & OTHER EMPLOYEES
(cont'd)

(9) Disability

Notwithstanding any provision contained herein to the contrary, travelers may be reimbursed for travel expenses incurred as a result of a disability or condition akin to a disability that limits activity and which are in excess of the travel expenses ordinarily authorized pursuant to HART's Travel Policy provided such excess expenses are reasonable and necessary to accommodate the special needs of the traveler and sufficient documentation is submitted to permit a proper audit.

(10) Conflicts in Provisions

All such travel expenses and subsistence shall be completed and paid in accordance with the provisions of this policy. If a direct conflict exists between this policy and section 112.061, Florida Statutes, then the statute shall prevail.

Specific Authority: 120.52(1)(b); 163.568(2)(k), F.S.

Law Implemented: 112.061; 163.567(13), F.S.

EFFECTIVE DATE FOR REVISION: 09/22/08

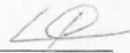
HART Clerk: 

EXHIBIT J**MISCELLANEOUS EXPENSE POLICY****TABLE OF CONTENTS**

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1. Non-reimbursable Costs

Non-reimbursable costs include charges for entertainment, first-class or business class airfare, telegraph, alcoholic beverages, expenses for transportation for personal pursuits, gifts, flight insurance, traveler's checks and any other charges expressly disallowed under the terms of the Contract. See paragraph 5(a) for limitations on personal phone calls.

2. Pre-Approval for Seminars and Working Meals

The Authority's Project Manager, the Contracting Officer's Technical Representative, or the Contracting Officer must approve in writing, and in advance of expenditure, all working meals and seminars.

3. Relocation

(a) Initial: Relocation costs, if applicable, are to be negotiated as an additional expense and will not exceed \$25,000, inclusive of all costs associated with the relocation. Relocation costs will only be paid for personnel jointly agreed to by the Contracting Officer and Contractor. All costs associated with a relocation will be submitted within six (6) months of the move or receipt of the final invoice, whichever is earlier. The invoice to the Authority will be submitted as a summary (one time) invoice. If a relocated employee leaves the project within a year after the initial move, the total amount of the relocation expense must be reimbursed to the Authority. Once a person is acceptable to HART to perform in a specific position, any transfer of the individual or filling of the vacant position will be considered by HART to be at the convenience of the Contractor and no expenses allowed. If an individual is hired for a position necessitating accepting conditional or limited duration transfer, the Contractor will obtain HART approval in writing for the limitations prior to initiating any transfer. Acceptance by HART of the limitation will constitute acceptance of relocation of the individual to an equal distance upon completion of assignment and related Tampa expenses as well as relocation expenses of the replacement.

(b) Demobilization: The Contractor shall prepare and present to the Authority a transition plan to accommodate a reduction of services. The plan shall include a man-loaded schedule for phase down and shall designate key personnel subject to relocation. The transition plan will require HART approval. Any person transferred as a result of the approved plan will be considered for demobilization. Personnel transferring from Tampa under the demobilization provisions of the transition plan will be expensed as follows:

- (1) If the person is reassigned directly to another project within the continental U.S., for which the Contractor is a prime or subcontractor, HART will only pay for such relocation costs which are not allowed under the employee's new relocation package, and which would have been allowed by HART relocation policies. Expenses of the individual for temporary living and housing at the new location will not be considered in determining the HART share of the expenses.
- (2) If the person is returned to one of the Contractor's home offices with no project assignment, HART will accept relocation costs for expenses in Tampa and in transit as defined by this paragraph, with no expenses at the home office location.
- (3) If the person is terminated in Tampa, no expenses for relocation will be accepted by HART.

(4) Under no circumstances will HART accept demobilization expenses on any employee which exceed costs incurred by HART on mobilization of that employee.

4. Supplies, Materials, and Equipment

Such items used directly in support of this Contract shall be reimbursed at actual cost without fee and be supported by original receipts or legibly signed copies. Prior approval of the Contracting Officer or a duly authorized representative is required to purchase items valued at \$1,000 or more. Acquisition of electronic hardware and software requires prior approval of the Contracting Officer or his representative, regardless of dollar level. Contractors shall acquire all supplies, materials and equipment competitively and should obtain at least three bids whenever possible.