

REQUESTS FOR PROPOSALS



STATE OF NEW HAMPSHIRE
**American Recovery
and Reinvestment Act**



To be provided to the

THE CITY OF NASHUA, TRANSIT DEPARTMENT

WEBSITE DESIGN AND DEVELOPMENT

RFP1189-082609

August 5, 2009

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I. Requests for Proposal Information

Request for Proposals Title: **Nashua Transit Marketing Website Design & Development**
Solicitation Number: **RFP1189-082609**
Solicitation Coordinator: **Mary Sanchez, Purchasing Agent II**
Solicitation Coordinator Phone: **(603) 589-3332**
Solicitation Coordinator Fax: **(603) 589-3344**
Solicitation Coordinator Email: sanchezm@NashuaNH.gov

Proposal Delivery Location**: **Nashua City Hall
Lower Level
229 Main Street
Nashua, NH 03060**

* All questions regarding this RFP must be directed to the Solicitation Coordinator identified here.

** To be considered for evaluation, proposals must be received by the City of Nashua at the location listed above no later than the "Proposal Due" date and time listed below.

The City of Nashua and the Nashua Transit System ("City or NTS") is seeking sealed competitive proposals from qualified experienced firms ("Proposers") for the provision of website design, development and related consultation services for the purpose of creating a new public marketing website for NTS.

NTS intends to award one (1) contract to the successful proposer in connection with this Request for Proposal ("RFP").

II. Schedule of Solicitation & Contract Award Events

The City & NTS reserve the right to change the following dates for any reason

Requests for Proposals Issued	August 5, 2009
Pre-Proposal Meeting	<i>Not applicable***</i>
Deadline for Proposer Questions & Request(s) for Change(s)	August 19, 2009
Proposal Due Date & Time	August 26, 2009 3:00 pm (EST)
Evaluation Period, Ending <i>(tentative)</i>	September 2, 2009
Notice of Intent to Award, Issued <i>(tentative)</i>	September 3, 2009
Deadline to Protest of Intent to Award	September 10, 2009
Anticipated Contract Execution Date <i>(tentative)</i>	September 17, 2009

***No pre-proposal conference or meeting is scheduled for this solicitation, however the City reserves the right to require bidders to such a conference or meeting if deemed necessary by the City to clarify specifications or requirements.

III. Project Background & Objectives

A. About the Nashua Transit System

The Nashua Transit System (NTS) has provided public transportation services throughout the region since 1979 covering the most populated neighborhoods and most commercial and industrial areas. As the service grows to meet the changing needs throughout the region NTS has seen remarkable growth of nearly 10% per year. In FY09, NTS had more than 416,000 passenger trips throughout all modes of transportation.

Citybus:

- 6 buses operate 7 daytime Citybus fixed routes throughout the city of Nashua.
 - Monday through Friday 6:03am – 7:15pm (See schedule for exact routes and times).
 - Saturday 9:03am - 6:00pm (See schedule for exact routes and times).
- 3 buses or minibuses operate 2 evening “After 7” Citybus fixed routes (North Route, Central Route and South Route).
 - Monday through Friday 6:45pm – 10:45pm (See schedule for exact routes and times).
- Travels more than 6,500 miles per week and will provide more than 410,000 passenger trips this year.
- Provides on average weekdays between 1,500 – 2000 daily passenger trips.
- All City Bus routes meet at the NTS Transit Center on Elm Street making transfers from one bus to another easy and safe.

Citylift:

- Travels more than 3,600 miles per week and will provide more than 35,000 passenger trips this year.
- Provides on average weekdays between 125 – 150 daily origin-to-destination passenger trips.
- Monday through Friday 2 – 5 vehicles depending on demand from 6:00am – 6:30pm.
- Saturday 1 vehicle from 9:00am – 6:00pm
- Eligibility for the paratransit service is required.
 - ADA Eligibility – Guaranteed service
 - Persons with Disabilities that prevent them from using the Citybus service.

- In-person review with the NTS Transit Coordinator to determine what transportation options best meets the needs of the applicant.
 - Service provided within ¾ mile of a fixed route Citybus during the same hours and times.
- Senior Eligibility – Space Available
 - 60+
 - Service provided throughout Nashua, Merrimack, and Hudson.

Specialty programs:

- Deviated fixed route during evening hours for ADA eligible passengers.
- NTS has a contract to provide non-emergency rides for residents of Amherst, Brookline, Hollis and Milford.
- NTS Travel Training for groups or individuals. This training identifies what transportation options are available and what options will best meet the needs of individual passengers.
- Train the Trainer program that teaches people throughout the community to help others learn how to utilize NTS public transportation options.
- NTS U-Pass program allows college students to receive unlimited free rides on all Citybus routes. Funding for this service is provided by the colleges/universities participating.
- ½ fare discounts on Citybus for all seniors (60+), veterans, and disabled passengers (Medicare card).
- Youth students ride free during school sessions with a valid student ID.
- Senior trips to the Amherst Walmart

Current Fleet:

- 7 – 2001 30' Wheelchair accessible Gillig City Busses with a capacity of 51 passengers (28 seated)
- 1 – 2005 35' Wheelchair accessible Gillig City Busses with a capacity of 55 passengers (32 seated)
- 12 – 2001 Ford Eldorado Mini-Buses with a capacity of 21 passengers (14 seated + 2 wheelchairs)
- 1 Service Truck and 2 supervisor vehicles

Facility: 11 Riverside Street

- March 2007 – 18,100 square foot state of the art maintenance facility with indoor storage for a fleet of 20+ vehicles.
- March 2007 – Newly renovated administrative building providing administrative offices as well as a driver's locker room and lounge, kitchen, and a community conference center.
- Open Monday through Friday 6:00am – 11:00pm and on Saturdays from 8:00am - 11:00pm.

Transit Center: 30 Elm Street

- Open Monday through Friday approximately 6:15am - 10:05pm and on Saturdays from 9:15am – 5:15pm.
- Staffed Monday through Friday from 8:00am – 5:00pm.
- Provides climate controlled waiting area, ticket office, vending machines, pay phone, and a public restroom.

Information:

- Information is fully ADA accessible in any requested format.
- 329 Bus stops are marked throughout the City of Nashua with a Citybus sign. They are located every two or three blocks along all Citybus routes.
- 7 Bus Shelters are at key locations throughout the city.
- Scheduling information is available Monday Through Friday 6:00am -11:00pm (Saturdays 8:00am – 11:00pm) by calling our dispatch office at (603) 880-0100.
- Printed schedules are distributed throughout the City of Nashua and are also available 24hrs a day at our website www.ridebigblue.com.

B. Project Objectives

The overall goal of this project is to redesign the NTS website to

- Improve navigation while supporting ADA accessibility standards
- Promote the mission and value of NTS by development and consistent application of a visual and textual theme to the web pages that is both friendly and professional
- Create a design and associated graphic and text content that can be hosted on City servers using the City's CMS, and will be easy for NTS staff and resources to support, maintain, and build-out.

Mission Statement:

To provide a level of public transportation that allows for a convenient, affordable, reliable and environmental friendly method of transportation servicing the needs of citizens through a dedicated, professional, and customer focused workforce.

The audience of the NTS website is a broad constituency with a wide range of technical experience and comfort, including citizens of the City of Nashua, small and large local businesses, prospective businesses, prospective citizens, other Transit agencies, civic groups and students. NTS seeks to create a website that will provide a positive experience for visitors whether they are visiting the new NTS website for the first time or have visited it many times.

The redesigned NTS website should provide easy access to NTS services, be adaptable to current and changing technology, leverage the City's content management systems (CMS) capability to NTS staff and be used as a public communications tool. This redesigned website needs to meet the following criteria:

1. **Visually appealing.** The site must have an attractive mix of text, photos and graphics.
2. **Easy to navigate.** Information should be accessible with the least number of mouse-clicks and should be organized in an intuitive and user-friendly manner while remaining consistent with the accessibility requirements below.
3. **Common theme and consistent look and feel.** Each section should have a common look and theme compatible and complementary with the organization, format, and look of the City of Nashua's official website www.nashuanh.gov. The NTS logo should be on every page as well as a common header. All font types and basic layout should be used throughout the site.
4. **Expandable design.** The redesigned website should have the capacity to grow and support new content and site features via the City's CMS.
5. **Interactivity.** Provide the public with an alternative means of communicating with NTS staff, such as message boards, forums, and other web-based capabilities. The site should be "kid friendly" with the ability to support online promotional content such as pages for coloring contests, interactivity with our Mascot, games with our Mascot, etc... Required interactive content would also include such tools as trip planning, real-time schedules, and any appropriate mapping utilizing City GIS and geographic data.
6. **RSS and Social Media Integration.** The site shall include all feasible social media tools for easy online sharing of content with services such as Facebook, Twitter, Delicious, Digg, Redit, etc... Each page shall also be equipped with an automatic RSS feed or an option to add one. The site shall be designed to easily accommodate appropriate advertising when desired without need to revise templates or functionality.
7. **Accessibility.** The website shall be accessible and usable to individuals with visual, auditory and mobility disabilities. Specifically, the site shall meet at least Level A conformance of the W3C "Web Content Accessibility Guidelines 2.0"

(www.w3.org/TR/WCAG20/). The website should be built using a combination of CSS and meaningful, semantic HTML or XHTML to ensure separation of style from markup. This form of coding is more accessible to the end user than a tables-built website, and it's more easily maintained.

8. **Printability.** A separate print style sheet shall be created for the website and a printer-friendly version of each page must be easily accessible to the end user.

C. NTS's Website/Server Environment

The City maintains its web sites on a Windows server 2003 R2 platform hosted on VMWare virtual servers. All web sites are built upon the DNN (DotNetNuke) Version 04.05.05 content management system. All coding/scripting shall be compatible with DNN. See <http://www.dotnetnuke.com/>.

Selected contractor will be encouraged to extend the functionality of the web site through use of third-party DNN modules such as those offered at the Snowcovered website (snowcovered.com), without development of custom coding that would require future custom maintenance or replacement.

IV. SCOPE OF WORK

This section describes at a minimum what NTS expects of the Proposer selected for contract award from this RFP (the "Selected Contractor").

A. Scope of Work

Key services Selected Contractor shall provide under an awarded contract for this project include:

- NTS website assessment, creation of design alternatives (thumbnails and mockups) and website redevelopment plan
- Develop and populate the site with contractor created and NTS-provided content
- Conduct and document quality assurance testing (including WC3 accessibility)
- Project management

Specifically, the Selected Contractor shall complete and provide the following key tasks, requirements and deliverable(s) for the Phases listed below:

1. **a) Assessment.** Selected Contractor shall first **conduct an assessment** of the existing NTS website, its content and navigation scheme as well as the overall look and feel of the site.
- b) Design.** Within thirty (30) days of execution of the contract awarded from this RFP, Contractor shall then **design three (3) alternatives** (the "Design Alternatives") for NTS to review and approve for use in a new website. Each Design Alternative will include a mock-up of three sample web pages: 1) proposed NTS home page; 2) one page that contains mixed graphics and written content; 3) one page agreed upon between NTS

and Selected Contractor during the Project Kick-off Meeting (see Section IV (A) (4) (a) below). These Design Alternatives must include proposed font(s), page layout, colors, attractive look and feel, graphics and other webpage elements.

Selected Contractor will present the Design Alternatives to NTS staff, other selected City staff & the City's web manager, **onsite** at NTS offices, in a 1-hour meeting and answer questions about the design, site architecture, technology and other matters regarding the website.

NTS will select and approve one Design Alternative for Selected Contractor to develop for NTS's new website.

Contractor will provide all logos (except NTS logo), graphics, content, photos (where approved in advance by NTS) and graphic standards.

Website Redevelopment Plan. Using the NTS-approved Design Alternative, Selected Contractor shall then develop a written "Website Redevelopment Plan" (the "Plan") which must include recommendations to utilize technology to appreciably enhance the utility and functionality of the site. The Plan must also include, but is not limited to, recommendations for the following elements:

- i. Website hierarchy
- ii. Homepage and website look and functionality
- iii. Website navigation scheme
- iv. Fonts, style guide, use of graphic and other non-text elements

d) Design Phase deliverables include:

- Three (3) Design Alternatives, including at least (3) sample web pages per Alternative
- Written "Website Redevelopment Plan," as described above

2. a) Site Development. Using Selected Contractor's NTS-approved Design Alternative, Selected Contractor shall develop, build in DotNetNuke and populate a new website for NTS using Contractor developed content and any content provided by NTS. This new website must accomplish and satisfy the following:

- i. Be resourceful, informative and serve as a marketing and public engagement tool that establishes a professional and friendly environment for local citizens, Transit passengers, business owners and other public employees who have a broad range of computer literacy.
- ii. Be visually-appealing, easily navigable, easy to use, highly interactive, architecturally sound and flexible to support NTS's website for the next (3) three to (5) years.
- iii. Be built so that NTS staff will have the ability to perform routine content management such as the creation of new pages, sections and navigation items; as well as posting and updating real time route delays, upcoming meetings, meeting minutes, announcements, schedule changes, holiday hours, etc... as

well as the ability to remove old and outdated information easily.

- iv. Provide a consistent and standardized look, feel and tone on all pages; thereby establishing a unified theme throughout the newly designed and developed NTS website.
- v. Provides consistent orientation and navigational aids, such as hierarchical menus that tell users how deep they are into a topic or subtopic as well as a homepage link or icon in the same position on each webpage.
- v. Allows for enhanced interactivity. Such interactivity may include, but not limited to, email links, surveys, feedback forms, online calendars, and social sharing tools.
- vi. Provide a design that accommodates viewing by small form factor devices which utilize web browsing, such as PDAs, Blackberry, iPhone and other smartphones, etc.
- vii. Allows for the schedule to be downloaded onto a PDA, Blackberry etc. and have Trip Planner capabilities using the current and/or updated schedule of NTS.
- viii. Allow for advanced search capabilities (the City uses the Google search appliance on our web sites).
- ix. Be designed so that forms and pages may be easily printed. Contractor shall also include links for visitors to download any necessary plug-in products, such as Acrobat Reader, that are necessary to view content on the site.
- x. Optimize content for quick viewing & download response times.
- xi. Meet at least Level A conformance of W3C Web Content Accessibility Guidelines 2.0.

3. Quality Testing & Assurance. During the development phase of the new NTS website, Selected Contractor shall also **conduct quality assurance and document the results for review by the City:**

- a) Selected Contractor shall test web pages on both PC and Macintosh platforms, using a variety of popular operating systems (OS X for Macintosh and Windows NT, XP, Vista, for PCs) on a variety of popular Web browsers and versions, including, but not limited to: Firefox, Internet Explorer (IE 5, 6, and 7), Safari, Opera, and mobile browsers on PDAs and smartphones.
- b) Selected Contractor shall test web pages at both 56K dial up modem and broadband connectivity to ensure each webpage can be accessed without undue load time or lag.
- c) Selected Contractor will also provide NTS with sixty (60) days post go-live support to assure the site is functioning properly under conditions of normal/public use.

Deliverables to be provided by Selected Contractor to NTS for activities described in this Phase include: written report and a spreadsheet with quantified results of the Quality Assurance Testing.

4. Project Management. Contract shall provide **Project Management** services to manage and ensure completion of the project on schedule and within budget. Specific tasks and deliverables include, but are not limited to, the following:

- **Project Kick-off Meeting.** Within ten (10) calendar days of contract execution, Selected Contractor will meet with the NTS project coordinator and other NTS and City staff, onsite at the NTS offices, to validate scope and schedule as well as discuss communications, NTS's objectives for the new website and other matters regarding the work described herein.
- **Project Schedule.** Contractor shall work with NTS project coordinator to prepare a detailed project schedule which will include, but not limited to, the following milestones and project phases:
 - Website Design Alternatives Presentation
 - Development phase timeline
 - Draft Site Presentation
 - Final / Approved Site Delivery
 - Implementation Schedule
 - Quality Assurance Testing Schedule
 - Periodic project meetings with NTS staff
- **Single Point of Contact.** Selected Contractor shall provide single point of contact for NTS project coordinator to contact regarding project status, issues, schedule and other matters related to performance of the work. Selected Contractor shall provide day-to-day management, coordination and direction to the contract team.
- **Project Status Meetings.** Contractor shall attend and participate in a one-hour project status meeting, once every two (2) weeks, to discuss progress, issues, risk management activities and other aspects of the work. Selected Contractor shall prepare the agenda for these meetings and distribute the agenda at least two (2) hours prior to the meeting, and document results of the meetings as formal notes/minutes and via an updated Issues log
- **Deliverables** to be provided by Selected Contractor to NTS for the activities described in this section include:
 - Project Schedule

- Project Status Meeting Agenda
- Meeting Minutes/Notes
- Project Issues Log

Onsite Meetings. For budgeting and cost estimating purposes, Proposer should plan on **three (3) onsite meetings at NTS** (kick-off meeting, presentation of Design Alternatives and presentation of Draft Site).

NTS reserves the right to modify, add and/or remove principal services. Payment to the successful proposer(s) for service will be subject to the maximum 'Not to Exceed' contract value, based on an established hourly fee schedule and payable upon actual work performed.

B. PROJECT SCHEDULE

The following list NTS's expected phases of performance and due dates for deliverables under an award contract. All dates are tentative and subject to negotiation until a contract is executed.

<u>Tasks & Activities</u>	<u>Dates of Performance & Deliverable Due Dates</u>
1. Project Management	Ongoing
2. Design Alternatives	Due thirty (30) days after contract execution
3. Website Development Plan	Due ten (10) calendar days after selection of approved Design Alternative
4. Draft Site	To be determined jointly by NTS and Selected Contractor
5. Final Designed Website & QA Testing	To be determined jointly by NTS and Selected Contractor
6. Go-Live Date New Website	Around November 30, 2009 at the latest

C. CONTRACT REQUIREMENTS AND TERM

The Proposer selected for contract award from this RFP will be invited to enter into a Personal Services Contract (the "Contract") with the City of Nashua (the "City") and NTS. The terms and conditions that will govern the Contract can be found in part in Section IX in this RFP, "Standard Contract Terms & Conditions". The City and NTS reserves the right to modify any Contract term or condition prior to execution of the Contract. The Contract will become effective upon execution by both parties; commencement of work will be ordered upon the City's issuance of a Notice to Proceed (NTP) to the Selected Contractor.

The "Not to Exceed" value of the awarded contract will be based on the sum of all proposed costs, including personnel/hours and applicable billing rates as well as reasonable reimbursable expenses. Contractor's personnel and reimbursable expenses, up to the Not to Exceed value, will be payable on a time and materials basis, based on the proposed billing rates and reimbursable rate schedules. Any subsequent change of the billing rates, maximum

compensation, and/or term will be implemented by written Amendment to the Contract, approved by the City and Contractor and signed by both parties.

The initial term of the Contract award from this RFP shall be approximately 6-months, but may be extended upon mutual consent of the parties.

D. PROJECT BUDGET

The City of Nashua has set aside Federal Transit Administration ARRA grant funds to pay for this project.

E. RESOURCES TO BE PROVIDED BY THE CITY & NTS

In support of this project, NTS will provide the Selected Contractor with the following:

1. All existing content from NTS website pages, including text, graphics (.jpg, .gif, etc), reports (.pdf, .doc, etc), PowerPoint presentation (.ppt), etc. as well as NTS logo graphic.
2. The Director of Transit will serve as a single point of contact for NTS, expedite decision-making, provide constructive feedback and general direction to the Selected Contractor's Project Manager and act as a liaison to other key NTS staff. At the City's discretion, Contractor's Project Manager may be authorized to work directly with the City's web designer and other technical staff.
3. Web hosting for the website (i.e. no ISP services are required).
4. Review and approval of all copywriting and content.
5. Review and approval of any new imagery for this project.
6. Any information necessary regarding system configuration and intended functionality, including access to key program staff (to be coordinated through NTS)

V. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated in accordance with the following Submittal Requirements and Evaluation Criteria. **Please organize the proposal corresponding to the order of the sections below.** Responses should be of sufficient length and detail to demonstrate the proposer's understanding of the requirements described in Section IV of this RFP, "Scope of Work". See also Section VI(B) of this RFP, "Instructions to Proposer's", for overall proposal preparation and submission directions.

All submittal requirements listed as **"Mandatory"** below must be addressed in sufficient detail in a proposal submitted in response to this RFP. **Proposals that do not address all mandatory submittal requirements of this RFP will be considered non-responsive and will not be evaluated.**

A. Cover Letter

(Submittal Requirement – **Not Scored, but Required**)

In a one (1) page cover letter, provide a summary of your proposal. This cover letter should include a brief history of your firm, a short biography of the lead or primary person servicing NTS and a brief description of the services your firm proposes to provide NTS. Additionally, include the mailing address, phone and fax numbers and email address of the individual signing the cover letter as well as contact information for your firm's primary contact(s)

B. Qualifications and Experience of Firm

(Mandatory Submittal Requirement – **20 Maximum Points**)

Provide a description of your firm's experience in providing services similar to those described in this RFP. For this section also include:

- i. Number of year's proposers firm has been in operation and number of year's proposers firm has been providing professional website design and development services.
- ii. Describe firm's quality assurance and cost control methods in relation to the Scope of Work as described in Section IV of this RFP.
- iii. Indicate the firm's management and organizational capabilities, particularly with regards to staff and resource capacity to respond to critical deadlines and complex scope requirements on short notice.
- iv. List similar services firm has provided to other public agencies.

Additionally, list three (3) current or immediate past professional references, for projects of similar depth and scope as described in this RFP, for NTS to contact regarding your firm's capability to perform the services described in this RFP. Please include your reference's company name, a contact person with phone number and email address and a description of the services provided for this reference. References may or may not be contacted at NTS's discretion. NTS reserves the right to use any information or reference we may discover, including information based upon our own experience, in evaluating any proposal.

C. Previous Related Projects & Work Products

(Mandatory Submittal Requirement – **20 Maximum Points**)

Provide a list of previous project work experience that directly relates to Section IV of the RFP, "Scope of Work." For each of the projects listed, provide the following:

- i. Short summary of project, highlighting scope and other similarities
- ii. Key Personnel involved and their responsibilities
- iii. Delivery timeline and work products generated

Include **no more than five (5)** previous projects and related work products.

D. Project Approach and Methods

(Mandatory Submittal Requirement – **25 Maximum Points**)

Provide clear and concise description of the approach and methodology your firm proposes to complete all requirements listed in Section IV of this RFP, “Scope of Work.” For each phase of work described in Scope of Work of this RFP, include the following:

- i. Describe your 1) proposed work tasks and activities; 2) approach methods that will be used to accomplish these tasks and activities; and 3) specific personnel assigned to project task and activities
- ii. Describe the proposed Work Product(s) or deliverable(s) that will result from each work or activity.
- iii. Identify the time frame estimated to complete each phase of the Project.
- iv. List any additional NTS resources (staff, materials, network access, etc) that is necessary for Selected Contractor to complete this project.

NTS encourages creativity and innovation for all aspects of the proposed project approach and methodology.

E. Price Proposal

(Mandatory Submittal Requirement – **25 Maximum Points**)

Propose the total estimated cost to effectively complete the work and requirements as set forth in Section IV of this RFP, “Scope of Work”.

Total estimated cost must include:

- **Hourly rates of each proposer personnel** assigned to perform work under an awarded contract as well as the estimated number of hours each personnel will be expected to complete each task. **A range of hourly rates is not acceptable.**
- Any direct, indirect and reimbursable expenses, including travel expenses (see below) and those of subcontractors - indicate whether reimbursable expenses will be billed at cost or at cost plus mark-up percentage.

To facilitate evaluation, the Price Proposal should be itemized according to the major task headings according to the Scope of Work of this RFP.

Proposer’s may complete “Exhibit A”, but are not required to. All unspecified costs shall be borne by selected contractor.

Travel Expenses. Under a contract awarded from this RFP, Selected Contractor must receive prior written authorization from NTS for all travel expenses. NTS may request Contractor to provide NTS with receipt copies for all travel expenses for which reimbursement is sought. NTS will reimburse Selected Contractor's travel expenses only when travel is essential to normal discharge of Selected Contractor's obligations on the Contract. Selected Contractor shall conduct all travel in the most cost-efficient and cost-effective manner, resulting in the best value to NTS and the public.

F. Promotion of DBE Firms in Subcontracting Opportunities

(Mandatory Submittal Requirement – 10 Maximum Points)

NTS seeks to extend subcontracting opportunities to State of New Hampshire certified Disadvantage Business Enterprises, ("DBE") in order to promote economic success and growth. NTS values, supports and nurtures diversity and encourages any firm contracting with NTS to do the same. All Proposers shall address the following in their proposal:

1. Provide a narrative description of your firm's *past* experience in promoting participation of DBE's as partners, subcontractors and/or suppliers on previous contracts.
2. Discuss any innovative or particularly successful methods that your firm has undertaken to provide business opportunities to DBE firms.
3. Provide a description of your firm's proposed and future efforts in promoting utilization of State of New Hampshire certified DBE firms, including your plan to include and DBE firms as subcontractors on a contract award from this RFP.

G. Proposer Certifications

(Submittal Requirement – Not Scored, but Required)

Please read, detach, sign and return Section X of this RFP, "Proposer Certifications with your proposal.

VI. INSTRUCTIONS TO PROPOSERS

All proposals submitted in response to this RFP are subject to the provisions and requirements set forth in this RFP. All matters not specifically outlined in this RFP, or subsequent contract entered into, shall be governed by the City of Nashua & NTS as well as applicable New Hampshire's Revised Statute Annotated (NHRSA) and other rules pertaining to procurement and contracting at NTS.

A. Reservation of Rights: NTS, in its sole discretion, reserves the right to amend, modify, extend the deadline or cancel this RFP; to reject any and all proposals received in response to this RFP without disclosure or prejudice; to waive any minor informality of any proposal; and to obtain references regarding any proposer's past performance from any source. Neither issuance of this RFP, nor evaluation of any or all proposal's, obligates the City & NTS to award a contract from this RFP.

B. Proposal Preparation and Submission Instructions: Proposals submitted in response to this RFP shall be sufficient length and detail to demonstrate the proposer has a thorough understanding of the needs of the project described in this RFP.

- Proposers shall submit **ONE (1) ORIGINAL** proposal, **three (3) photocopies** of the same pages and **two (2) electronic copies**, on CD-ROM, in either Adobe Acrobat or Microsoft Word, which must be received by the City no later than the “Proposal Due Date & Time” at the location listed on the cover page of this RFP. **The Original proposal must bear an original ink signature and shall be marked “ORIGINAL”.**
- Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all such package(s) or envelope(s) must be **clearly marked with the RFP Solicitation Number, the name of the Purchasing Agent, and the date the proposals are due.** The City and NTS shall not be liable for any lost, late or improperly marked proposals.
- Proposals must be typewritten on 8.5” X 11” white paper and in no less than 10-point typeface. No oral, email or facsimile proposals will be accepted.
- Unnecessarily elaborate proposals, beyond that sufficient to present a complete and succinct proposal, are not desired. Unless specifically required in this RFP, the City & NTS discourage the use of elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding and other extraneous presentation materials.

C. Preparation Costs: NTS shall not be responsible for any costs incurred by proposers in the preparation or submission of a proposal to this RFP; including costs associated with any meeting, demonstration, interview or subsequent negotiations that may be requested or required.

D. Pre-Proposal Meeting: No pre-proposal conference or meeting is scheduled for this solicitation, however the City reserves the right to require Proposers to attend such a conference or meeting if deemed necessary by the City to clarify specifications or requirements.

E. Requests for Clarification or Change: All Proposer requests for clarification or change regarding any technical, procedural, contractual or insurance requirement(s), or any other matter regarding this RFP or a contract awarded from this RFP, must be submitted **in writing** to the Purchasing Agent identified on the cover page of this RFP. All such requests for clarification or change must be received **no later** than the Deadline for Proposer Questions/Requests for Changes listed in Section II of this RFP, “Schedule of Solicitation and Contract Award Events”.

Requests for clarification or change of this RFP may be sent by mail, email or fax to the Purchasing Agent identified above and must contain the following:

- RFP Solicitation Number and Title;
- RFP Specification (or contract or insurance provision)
- Date of request for change or clarification (*not later than the date to submit a request for clarification or change*);
- Request for change or clarification.

NTS will consider all timely-received questions and requests for change and, if reasonable and appropriate, will issue an addendum to clarify or modify this RFP. Answers to vendor submitted questions and other addenda will be posted under the appropriate solicitation on the City of Nashua website; www.nashuanh.gov under Citizen Favorites, Current Bid Opportunities, document RFP1189-082609.

F. Changes to this RFP Document: Any change or clarification of the Scope of Work, procurement process, contract terms and conditions, insurance requirements or any other matter contained in this RFP will be issued in the form of a written Addendum to this RFP. Unless otherwise stated, proposers are not required to return Addenda with their proposal; however, proposers are responsible for making themselves aware of, obtaining and incorporating any changes made in any issued Addendum into their final proposal. Failure to do so may cause the proposer's proposal to be rejected.

Regardless of statements made at any mandatory or non-mandatory pre-proposal meeting for this RFP (if applicable), or during any other contact with NTS staff proposers are cautioned that this RFP will change only if confirmed by a written Addendum to this RFP.

Note: It is the responsibility of all parties interested in this or any other NTS contract opportunity to refer frequently to the City of Nashua's website to check for any addenda or any other means in the event an Addendum is issued by NTS.

G. Single Point of Contact: After this RFP has been issued and before an ensuing Contract has been executed, **all** questions, comments and/or requests for clarification or change regarding this RFP and the anticipated contract must be directed to the Purchasing Agent identified herein.

H. Prohibition of Lobbying in Support of Proposals: After this RFP has been issued and before any contract has been awarded, proposers are cautioned not to undertake any activity or action to promote or advertise their proposals except upon invitation by NTS in a formal interview; or to make any direct or indirect (through others) contact with NTS employees not specifically identified in this RFP. Doing so may be cause for proposal rejection.

I. Appropriation: As multi-year contracts are subject to future appropriation of funds, NTS reserves the right to modify; amend or terminate without prejudice any contract awarded from this RFP, upon NTS's finding that it is in the public interest to do so.

J. Recycled Products: Proposers shall make good faith efforts to use recycled products to the maximum extent economically feasible in performance of work under a contract awarded from this RFP.

K. Public Records and Disclosure: All proposals submitted in response to this RFP shall become the property of NTS and will be subject to the State of New Hampshire Public Record Law, RSA 91-A, Right to Know Law.

If an entire proposal is marked “confidential” at NTS’s sole discretion, such proposal may be rejected as non responsive. NTS shall not be liable for the disclosure or release of any information when authorized or required by law or court order to do so.

Unless this RFP is otherwise cancelled, proposals and evaluation results will not be made a part of the public record until after the evaluation process is complete and NTS has issued its Notice of Intent to Award.

L. Information Submitted: Proposers are cautioned that it is the Proposer’s sole responsibility to submit information related to the submittal requirements contained in this RFP and NTS is under no obligation to request such information if it is not included within the proposer proposal. However, NTS reserves the right to request individual proposers to provide information to clarify their proposal or obtain additional information about specific point(s) of their proposal. Failure by the proposer to provide such requested information in a timely manner may cause an adverse impact on the evaluation of the proposal, including rejection of the proposal as non-responsive.

M. Proposer Offer, Withdrawal and Modification: By submitting a proposal in response to this RFP, proposer agrees to make their proposal a binding offer to NTS for a period of 90 (calendar) days from the date proposals are due. This period may be extended upon the mutual agreement between NTS and proposer. A proposal may not be withdrawn or modified during this period unless agreed to by NTS in writing. However, proposers may request their proposal be withdrawn or modified, provided the proposer submits a written withdrawal modification request to for this RFP and does so prior to the date and time proposals are due.

N. Investigation of References: NTS reserves the right to investigate references, the financial capacity, credit history and past performance of any proposer, including service(s) provided to NTS, with respect to the proposers successful performance on other projects; compliance with specifications and contractual obligations; completion or delivery of a project on schedule and within budget; and its lawful payment of suppliers; subcontractors and workers. NTS reserves the right to use any information or reference that may be discovered.

O. Method of Evaluation: After NTS opens all timely-received proposals, unless this RFP is otherwise canceled, NTS will evaluate all responsive proposals in accordance with the evaluation criteria set forth herein. A responsive proposal is one that complies with all material aspects of this RFP and with all prescribed submittal procedures and requirements. NTS reserves the right to waive what are, in NTS’s judgment, minor informalities or discrepancies. Evaluation will be based on the written information

submitted in response to this RFP, as well as any related information that NTS may subsequently discover or request. NTS will then rank the proposers to determine the "finalist proposer(s)." Finalists will be those highest-ranked responsive proposers after evaluation.

At its sole discretion, NTS may invite the finalist proposer(s) via conference-call or another mutually agreeable medium, to clarify their proposal and determine the overall suitability of finalist proposer(s) such an interview is **mandatory** and failure to meet with NTS within a reasonable period of time may be grounds for proposal rejection. Following the interview, NTS reserves the right to rescore the finalist proposers or to use the original scores solely as the basis to determine the finalist proposer(s).

P. Selection Process and Notice of Intent to Award: NTS reserves the right to select for contract award the proposer that offers the best overall value, benefit, convenience and service to NTS, taking into account the cost to the public. However, cost is only one of several evaluation and selection criteria, and on its own, is not determinative of the best overall value, benefit, convenience and service to NTS.

After completion of the evaluation summary, NTS will name an apparent successful proposer and issue a "Notice of Intent to Award" a contract to this proposer. Identification of the "apparent successful proposer" is procedural only and creates no right in the named proposer to contract award. All competing proposers will be notified of NTS's Intent to Award in writing, the identity of the apparent successful proposer and will be given seven (7) calendar days to review the solicitation file and evaluation summary at the NTS office.

Q. Negotiable Terms and Conditions: After NTS has issued its Intent to Award and resolved all protest matters, NTS reserves the right to enter into limited negotiations with the apparent successful proposer to finalize fees, scope of services as well as contract terms and conditions. Proposers should note that all such negotiations shall be minimal and should be expedited and completed by the anticipated Contract Execution Date. This time period may be extended at the sole discretion of NTS. If NTS, in its sole discretion, determines that such negotiations have reached impasse, NTS reserves the right to terminate negotiations with that apparent successful proposer and commence negotiations with the next highest-ranked responsive proposer.

IX. INSURANCE REQUIREMENTS

Prior to contract execution, Selected Contractor will be required to furnish proof of the following types of Insurance:

- A. **Commercial General Liability (CGL)** insurance with a combined single limit of not less than \$1,000,000, per occurrence, for bodily injury and property damage. CGL insurance shall provide contractual liability coverage for indemnification required under the contract between NTS and Contractor.

- B. **Automobile Liability** insurance with a combined single limit of not less than \$1,000,000 per occurrence, for bodily injury and property damage, including coverage for owned, hired or non- owned vehicles, as applicable.
- C. **Professional Liability** (aka “Errors and Omissions”) insurance with a combined single limit of not less than \$1,000,000, on claims-made basis, for indemnity of the insured for liability claims arising from or due to the negligence in the performance of professional services under an awarded contract.
- D. **Workers’ Compensation Insurance** in compliance with the Laws of The State of New Hampshire.

Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers and forms of policy satisfactory to the City, acceptance of which shall not be unreasonably withheld. None of the requirements as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the contract. The City shall not maintain any insurance on behalf of Contractor. Any subcontractor used is the agent of the contractor and not the City of Nashua’s. Subcontractors are subject to the same insurance requirements as the contractor.

Contractor will provide the City with certificates of insurance for coverage as listed and endorsements affecting coverage required by the contract within 10 calendar days after the City issues the notice of award. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. Certificates must name the **City of Nashua as an additional insured**. Contractor is responsible for filing updated Certificates of Insurance with the City of Nashua’s Risk Management Department during the life of the contract.

- A. All deductibles and self-insured retentions shall be fully disclosed in the certificates of insurance.
- B. If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, the Contractor must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- C. The specified insurance requirements do not relieve Contractor of its responsibility or limit the amount of its liability to the City or other persons, and Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- D. Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or in part by Contractor or anyone employed, directed, or supervised by Contractor.

Regardless of the coverage provided by any insurance, Contractor agrees to indemnify and shall defend and hold harmless the City, its officials, employees, and authorized representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury to or death of Contractor's employees, whether arising before or after completion of the work under this contract and in

any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Contractor's indemnity, defense, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the party indemnified to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

VIII. WORK PRODUCT REQUIREMENTS

Any documents provided to The City of Nashua & NTS by Selected Contractor under an awarded contract shall be in electronic format on CD-ROM, DVE and/or email, meeting the following criteria:

- Where possible, provide the native files in the original software program used (ex. Adobe InDesign for page layout, Macromedia Freehand or Adobe Illustrator for illustrations);
- Provide high-resolution electronic files of all “placed art and images: used in the layout (220-dpi minimum resolution, in eps., jpg or .tif format as appropriate).

If the above formats are not available, provide files in two versions of “Adobe Acrobat PDF”:

- Print quality (high resolution) PDF documents suitable for print; and,
- Web quality (standard resolution) PDF documents suitable for posting on our website

All Draft, interim and final documents shall be sent in Microsoft Word, where possible. When requested by The City of Nashua & NTS, Contractor will also provide up to three hard copies of any document.

IX. STANDARD CONTRACT TERMS & CONDITIONS

The following terms and conditions will govern the Personal Services Contract (the “contract”) by and between NTS and the Selected Contractor. NTS reserves the right to modify any term or condition of the contract prior to execution and may terminate the contract at any time, at its sole discretion, upon thirty (30) days written notice to the Selected Contractor. **Proposers who take objection to any of the following terms and conditions must raise those objections, in writing, to the Purchasing Agent for this RFP, and to do so by the Deadline for Proposer Questions/Request(s) for Change(s) listed in Section II of this RFP, “Schedule of Solicitation and Contract Award Events”.**

1. Access to Records

The Contractor shall maintain, and the City of Nashua & NTS and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records for cost of copies are reimbursable by the City of Nashua & NTS.

2. Audits

(a) The City of Nashua & NTS, either directly or through a designated representative, may

conduct financial and performance audits of the billings and services specified in this contract at anytime in the course of the contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City of Nashua & NTS.

(c) Government Auditing Standards, the program is not effective in accordance with Government Auditing Standards, the City of Nashua & NTS may pursue remedies provided under section 5, Early Termination of Contract Remedies.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on page 1) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Funds

The City of Nashua & NTS certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

5. Early Termination of Contract

(a) The City of Nashua & NTS and the Contractor, by mutual written agreement, may terminate this Contract at any time.

(b) The City of Nashua & NTS, on thirty (30) days written notice to the Contractor, may terminate for any reason deemed appropriate in its sole discretion.

(c) Either the City or Contractor may terminate this contract in an event of a breach of this contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate this contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5 (b) **Early Termination of Contract** hereof, the City of Nashua & NTS shall pay the Contractor for work performed in accordance with this contract prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Contractor due to a breach by the City of Nashua & NTS, then the City of Nashua & NTS shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the City of Nashua & NTS due to a breach by the Contractor, then the City of Nashua & NTS shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in subsection 7(a), Remedies.

(d) In the event of early termination, all of the Contractor's work product will become and remain property of the City of Nashua & NTS.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Contract**, a breach by the Contractor, then the City of Nashua & NTS may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay the City of Nashua & NTS the amount of the reasonable excess.

(b) The remedies provided to the City of Nashua & NTS under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City of Nashua & NTS also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this contract by the City of Nashua & NTS, then the Contractor's remedy shall be limited to termination of the contract and receipt of payment in subsection 5(c), **Early Termination of Contract** and subsection 6(b), **Payment of Early Termination** hereof.

8. Subcontracts and Assignment

Contractor shall not subcontract assign or transfer any of the work scheduled under this contract, without the prior written consent of the City of Nashua & NTS. Notwithstanding The City of Nashua & NTS approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and The City of Nashua & NTS shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements of the State of New Hampshire, Workers' Compensation.

9. Indemnity – Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless The City of Nashua & NTS, and each of their respective officers, agents and employees, from all claims, suits or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this contract; provided however, that nothing herein shall be construed to require indemnification of The City of Nashua & NTS for liability attributable to The City of Nashua & NTS's sole negligence.

10. Indemnity – Claims for Professional Liability

Contractor shall defend, save and hold harmless The City of Nashua & NTS, and each of their respective officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor to its subcontractors and sub-consultants, agents or employees in performance of professional services under this contract.

11. Indemnity – Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation, or The City of Nashua & NTS at its sole discretion, may terminate this contract pursuant to subsection 5(c), **Early Termination of Contract** and pursue any and all remedies available.

12. Insurance

EXHIBIT B (Section VII in the RFP) is hereby referenced and made part of this contract.

13. Ownership of Work Products

The City shall retain all right, title and interest in and to all of its intellectual property rights in any text, images or other components it provided to the Selected Contractor for use in the development of the NTS website. All rights, title and interest in text, graphics, animation, audio components, photographs and digital components of the Website (the "Content") provided by the Selected Contractor shall pass to the City upon final payment. Selected Contractor warrants that any materials provided by Contractor for use by the City pursuant to this Agreement shall not contain any proprietary material owned by any other party for which that other party has not given license to Contractor for use of same that is protected under Copyright Act or any other similar law. Contractor shall be solely responsible for ensuring that any materials provided by Contractor pursuant to this Agreement satisfy this requirement and Contractor agrees to hold City harmless from all liability or loss to which City is exposed as a result of Contractor's failure to perform this duty. City hereby warrants that everything it supplies to Selected Contractor for inclusion in the NTS Website is legally owned or licensed to the City and is not the subject of any infringement on the intellectual property rights of any third party. City shall indemnify and otherwise hold the Selected Contractor harmless from any and all claims brought by any third party against the Contractor relating to any part of the subject Website, and shall indemnify Contractor from any losses related to such third-party claim whether or not in litigation that arises out of injury to said third party caused by any product, service, and/or materials supplied to Contractor by City for inclusion in the development of the subject Website.

14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 and all its regulations and administrative rules established pursuant to those laws.

15. Counterparts

This contract may be executed in any number of counterparts, any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

16. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

17. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

18. Waiver

The failure of the City of Nashua & NTS to enforce any provision of this contract shall not constitute a waiver by the City of Nashua & NTS of that or any other provision.

19. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

20. Recycled Products

To the maximum extent economically feasible, Contractor shall make good faith efforts to use recycled products in connection with its performance of work under this contract.

21. Governing Law, Venue and Consent to Jurisdiction

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of New Hampshire, without regard to principles of conflicts of law. Any action or suits involving any question arising under this contract must be brought in the Hillsborough County Courts for the State of New Hampshire; however, if an action or suit must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of New Hampshire. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22. Amendments

The City of Nashua & NTS and the Contractor may amend this contract at any time only by written amendment executed by the City of Nashua & NTS and the Contractor.

23. Business License

The Contractor shall have in place all related licenses and permits as required by the State of New Hampshire and City of Nashua laws.

24. Prohibited Interest

- (a) No City employee during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- (b) No City officer or employee who participated in the award of this contract shall be employed by the Contractor during the period of the contract.
- (c) No person not a party to this contract is an intended beneficiary of this contract, and no person not a party to this contract shall have any right to enforce any term of this contract.

25. Payment to Vendors and Subcontractors

- (a) The Contractor shall timely pay all suppliers, lesser and contractors providing it services, materials or equipment for carrying out its obligations under this contract.
- (b) The Contractor shall not take or fail to take any action in a manner that causes the City of Nashua & NTS or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City of Nashua & NTS's prior written consent.
- (c) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the City of Nashua & NTS may pay such claim to the person and charge the amount of the payment against funds due or to become

due the Contractor by reason of this contract. However, the payment of such a claim by the City of Nashua & NTS shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

26. Contribution to Industrial Accident Fund; Withholding Taxes; Payment of Medical Care to Employees

(a) The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this contract.

(b) the Contractor shall pay to the State of New Hampshire Department of Revenue all sums withheld from employees pursuant to state law.

27. Confidentiality

All services, including reports, opinions and information, to be furnished under this contract are confidential and shall not be divulged by Contractor or Contractor's agents or employees, in whole or in part, to any person other than to representatives of the City of Nashua & NTS, except by testimony under oath in a judicial proceeding or as otherwise required by law or authorized in writing by the City of Nashua & NTS Project Manager.

EXHIBIT A. PRICE PROPOSAL WORKSHEET

Proposers may complete this Price Proposal Worksheet ("Worksheet") to propose their cost of services. If proposers choose not to complete this Worksheet, they must provide pricing information in their proposal which is at least as detailed as the submittal requirements described in Section V (E) of this RFP, "Price Proposal."

A. Hourly Rate Schedule. Propose the hourly rates of each proposer personnel expected to provide services under a contract awarded from this RFP. Additionally, estimate the number of hours each personnel will perform services under an awarded contract and proposers total proposed staff costs and hours. **A range of hourly rates is not acceptable.**

A. HOURLY RATE SCHEDULE				
Position Title	Proposer Personnel (Name)	Hourly Rate	Est. Hours	Cost Total
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
Total Personnel Hours and Expenses				\$

B. Reimbursable Expenses. If proposer will seek reimbursement for necessary and appropriate expenses incurred in performance of work under an awarded Contract, quote the cost of such expenses in the space provided below. Proposer must also provide an estimated total cost for all such reimbursable expenses below. If a mark-up rate will apply to reimbursable expenses, proposer must indicate a mark-up rate.

B. REIMBURSABLE EXPENSES			
Type of Expense	Cost / Unit	Type of Expense	Cost / Unit

Mark-up Rate: At cost (0%) or cost plus x%			%
Total Estimated Reimbursable Expenses			\$

If proposer is awarded a contract from this RFP, such expenses will only be at a cost per unit not to exceed those listed above

EXHIBIT B. REQUIRED FTA CLAUSES FOR CONTRACTS UNDER \$100,000

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicable to: All Contracts

No Obligation by the Federal Government.

- (1) The Purchaser and 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

AND RELATED ACTS

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

Applicable to: All Contracts

- (1) 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.
- (2) 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.
- (3) 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.

FEDERAL CHANGES

49 CFR Part 18

Applicable to: All Contracts

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 NTS / NTS and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicable to: All Contracts

The following requirements apply to the underlying contract:

- (1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
- (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

TERMINATION

49 U.S.C. Part 18, FTA Circular 4220.1E

Applicable to: All Contracts in excess of \$10,000

- a. Termination for Convenience (General Provision)** NTS may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to NTS to be paid the Contractor. If the Contractor has any property in its possession belonging to the NTS, the Contractor will account for the same, and dispose of it in the manner NTS directs.
- b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, NTS may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by NTS 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, NTS, 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.
- c. Opportunity to Cure (General Provision)** NTS in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (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

If Contractor fails to remedy to NTS'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 NTS setting forth the nature of said breach or default, NTS 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 NTS from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

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

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

j. Termination for Convenience of Default (Cost-Type Contracts) NTS may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of NTS or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from NTS, or property supplied to the Contractor by NTS. If the termination is for default, NTS may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to NTS and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the NTS, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, NTS determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor NTS, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Applicable to: All Contracts

- a.** This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The NTS's overall goal for DBE participation is 5.0%. A separate contract goal has not been established for this procurement.
- b.** The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as NTS deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c.** The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d.** The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from NTS. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- e.** The contractor must promptly notify NTS, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of NTS

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1E

Applicable to: All contracts

The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NTS requests that would cause the grantee to be in violation of the FTA terms and conditions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Applicable to: Contracts \$25,000 and over

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

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

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by NTS. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to NTS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq. 49 CFR Part 18

Applicable to: All Contracts

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

PATENT AND RIGHTS IN DATA
37 CFR Part 401
49 CFR Part 18 & 19

Applicability to Contracts

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Language

The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government

purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325 et seq. 18 CFR .36(l)
49 CFR 633.17

Applicability to: All Contracts

Language:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, 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.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. 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.
6. 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 Purchaser, 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).
7. FTA does not require the inclusion of these requirements in subcontracts.

AMERICANS WITH DISABILITIES ACT (ADA)

Applicable to: All Contracts

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

By signing below the contractor agrees to comply with the above applicable Federal Clauses and Certifications

Date: _____

Company Name: _____

Authorized Name: _____

Signature: _____

Title: _____

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