

HILLSBOROUGH TRANSIT AUTHORITY - HART -

Request for Proposal for:

Web Design Services

RFP Number: R08018

Issue Date: May 30, 2008

**Due Date: June 19, 2008 by 2:00 p. m.
Eastern Standard Time**

Purchasing Contact: Damaris Cordova

**Hillsborough Transit Authority
1201 East 7th Avenue, 3rd Floor
Tampa, Florida 33605
Phone: (813) 623-5835
Fax: (813) 664-1119**

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1. Purpose

The Hillsborough Transit Authority a/k/a HART requests written proposals from qualified vendors to provide a firm fixed price for Web Design Services. The scope of services set forth in this Request For Proposals (RFP) represents an outline of the services which HART anticipates the successful proposer to perform, and is presented for the primary purpose of allowing HART to compare proposals. The precise scope of services to be incorporated into the Agreement shall be negotiated between HART and the successful Proposer.

HART requests that the Proposer suggest changes or additional service to the scope of services (as a part of the proposal) in order to achieve HART's stated Project Objectives.

2. Communications

All inquiries pertaining to the proposal specifications, or any questions pertaining to the proposal documents, should be directed to **Damaris Cordova at (813) 623-5835, Ext.1743**, or e-mailed to **cordovad@goHART.org** or faxed to (813) 664-1119. All responses to inquiries shall be provided to all firms who have requested a copy of this RFP. **CONTACT WITH PERSONNEL OF HART OTHER THAN DAMARIS CORDOVA REGARDING THIS REQUEST FOR PROPOSAL WILL BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**

Pursuant to the adopted purchasing procedures of Hillsborough Transit Authority, (HART), sealed proposals for the furnishing of Web Design Services will be received by the Purchasing Department for HART at 1201 East 7th Avenue, 3rd Floor, Tampa, Florida 33605 until **June 19, 2008 at 2:00 (p.m) eastern standard time**. Requests for proposals received after the time and date specified above shall be considered late proposals, shall not be opened or considered, and will be returned to the Proposer.

Each Proposer who elects to hand deliver its proposal to the receptionist at the above address shall be responsible for immediately requesting a time-stamp verification receipt to be filled out by the proposer/delivery agent. This time-stamped verification receipt will be used to determine late proposals.

HART prohibits contact with anyone associated with HART, other than the HART Purchasing Department staff with regard to anything relating to this procurement. Any such contact by any Proposer with any HART employee, officer, agent, HART Board member, Board member staff, or any person working with HART toward the award of this Contract, other than HART Purchasing Department staff, at any time prior to the award of this Contract, will result in the immediate disqualification of the Proposer from consideration for the award of this Contract.

3. Period of Performance

Time is of the essence for the project. It is anticipated that the final product be complete by **August 30, 2008**. A timeline indicating key elements for this project is to be included in the Proposal submittal.

4. Background Information

Hillsborough Transit Authority a/k/a (HART) is the public transportation provider for Hillsborough County, Florida. The agency is funded mostly by property taxes levied by the county. HART operates 32 local bus routes, 13 express bus routes, two downtown circulators and an electric streetcar system. HART provides public transit services within its service area boundaries, which includes the City of Tampa, City of Temple Terrace and unincorporated Hillsborough County. The total service area is approximately 258 square miles.

5. Scope

HART seeks a Web Design firm to Design the look and functionality of HART's website, www.goHART.org. The purpose of the site is to provide vital information to users of public transit services in Hillsborough County; to market the services to potential users and stakeholders; and to allow easy interaction between the agency and the public.

The scope of services set forth in this Request For Proposal (RFP) represents an outline of the services which

HART anticipates the successful proposer to perform, and is presented for the primary purpose of allowing HART to compare proposals. HART requests that the Proposer suggest changes or add to the scope of services (as a part of the proposal) in order to achieve HART's stated Project Objectives.

5.1 Project Objectives

The first goal of any transit agency is to build ridership. Maps and schedules must be current, easy to understand and accessible to encourage people to get onboard.

Public perception is another important factor for a public agency. The website must reflect a professional, capable organization that is of vital importance to the community.

Specific goals include:

- To make the website more engaging, better promote current initiatives and events, and invite the user to explore the many features available.
- To update the HART website to improve its functionality, look and access to information; including a "Search" feature.
- To provide readily accessible HART transit information to the general public; site will be accessible in JAWS format (for visually impaired)
- To provide persons with Limited English Proficiency (LEP) guidance to ensure Web usage assistance.
- To use the HART website as a marketing tool to increase ridership by providing links to other websites and to provide transit information in ways which incites trial ridership by current non-users.

5.2 Corporate Identity/Branding of Website

HART debuted a new slogan in 2007: "Driven to Serve You." It reflects the agency's renewed focus on providing quality transit service. It is also intended to convey motion, both in moving passengers, and in the agency's own focus on moving forward. HART is leaving behind some negative connotations from the past and forging a positive new identity. In a community increasingly supportive of transportation options, HART is positioning itself as being on the leading edge of the area's transportation effort. The agency's logo consists of the word "HART" placed next to a square graphic image containing intersecting lines, illustrating both the business of transportation and the "crossroads" at which the area finds itself with regard to transit.

5.3 Audience and Functionality

Audience

The core visitor to www.goHART.org is the regular transit rider; we would like to attract potential new riders, and community stakeholders whose support is vital to the agency's future initiatives and funding.

Regular transit riders want to get the information they're looking for quickly and easily. They need access to the routes they regularly use, and they want to know if there are any service interruptions or other factors that might affect their trip. We would also like to engage the regular rider with news and information about the agency, projects, and/or events that might be of interest to them.

The potential new rider isn't yet sure what he or she needs; we must provide them with basic information about how to ride, how much it costs to ride, and which route they might want to take. We need to make this user comfortable with the process; a pleasant experience on the website will make them more confident about using transit.

Community stakeholders should be engaged by the content, but not overwhelmed by it. They should be able to see that HART is deeply involved in making transit service in Hillsborough County the best it can be; that we are making progress in meeting goals such as ridership and revenue growth; and that we are an integral part of the community.

5.4 Content Origination and Maintenance

Bus schedules and maps will be repurposed from the current website. Some other content will also remain. Any new content will be provided by the agency. New content will sometimes be added on a daily basis, depending on service status, upcoming events, media information, etc. The goal is to keep the site as timely as possible.

Functionality

- Scalable maps
- Schedule grids
- Accessibility for people with disabilities (i.e., JAWS reader)
- Service updates
- Trip-planning feature (embedded into home page)
- Online transit store for fare card purchase (existing)
- Real-time updates (future)
- Accessibility for people with limited English proficiency (LEP)

Process

- Collaborate with HART to finalize project objectives and preferences
- Evaluate the current website structure and architecture
- Establish information hierarchy
- Advise HART of any hard costs that may be incurred (security features, etc.)
- Create a website construction flow chart
- Develop three (3) design concepts for Home Page, Transit Information, Procurement, Recruitment and Administrative protocols
- Build site architecture using Microsoft Expression Web, Macromedia Contribute and Photoshop to include web-ready graphics and coding of the HTML.
- Incorporate progress testing and end-user testing to verify functionality.
- Maintenance of the website accessibility under WAI-AA and US Section 508, making use of World Wide Web consortium standards, including XHTML and CSS.

Technology

HART utilizes the following for its website hosting and updating functions:

Platform/Servers

- Windows 2008 server
- IIS 7
- Secure server hosting offsite for Online Transit Store

Content Management

- Microsoft Contribute editing software
- Microsoft Express Web software

Translation software through WorldLingo website

5.5 Project Tasks

As stated above, HART requests that the Proposer suggest changes to the scope of services (as a part of the proposal) in order to achieve HART's stated Project Objectives.

6. Requests for Clarifications

All requests for clarifications must be submitted in writing no later than **June 5, 2008 at 2:00 (p.m), Eastern Standard Time**. These requests should be directed to: Damaris Cordova, at the Authority Office. HART will respond to all requests for clarifications in writing at least five (5) working days prior to proposal opening. Each request for clarification shall clearly identify the section number in the RFP for which clarification is being requested. Answers will be provided to all firms who have requested a copy of this RFP on **June 11, 2008 by 5:00 (p.m), Eastern Standard Time**.

7. Proposal Preparation

As consideration for the undersigned's proposal being considered by HART in its award of the contract, the undersigned proposer hereby agrees that (1) this proposal shall be on such form(s) as HART provides and (2) any revocation or modification of this proposal shall only be on the same form(s) and submitted in the same manner as the original proposal was submitted prior to the date on which the proposals are to be opened. All the revocations and modifications shall be signed and dated.

The proposal must include the following:

A. Cover Letter

1. A cover letter transmitting the proposal must be submitted and dated. The letter must indicate that the Proposer agrees to be bound by the proposal without modifications, unless mutually agreed to by further negotiations between HART and the Proposer. The cover letter shall contain a statement that the proposal is valid for one hundred eighty (180) calendar days.
2. The cover letter shall also contain the name, title, address, and telephone number(s) of an individual(s) with authority to bind the Proposer during the period in which HART is evaluating proposals. The cover letter shall also identify the legal form of the firm. If the firm is a corporation, the cover letter shall identify in which state the company was incorporated. If a consortium, joint venture or team approach is being proposed, provide the above information for all participating firms.
3. The cover letter shall be signed by a principal of the firm or other fully authorized to act on behalf of the firm or team.

B. Table of Contents

The Table of Contents shall identify locations of all sections in the proposal.

C. Proposer Information

1. Overview of the Firm or Team

Include an introduction of all members of the Firm or Team including all sub and prime contractors. For each firm described, discuss primary business experience, the firm(s) overall mission statement, length of time in business, ownership, the location of offices, pertinent telephone numbers and other matters deemed pertinent and introductory in nature.

All proposals must include the identification of all participating firms and their **DBE participation** on the **Contractors Statement on Sub-contractors** found herein as **Attachment E**. Specific DBE requirements

pertaining to this Proposal can be found in **Section 46** and **Section 47**.

2. Qualifications of the Firm or Team

a. The firm's history and experience relevant to HART needs should be discussed, including a description of the firm's direct experience with similar organizations. The response shall also discuss the qualifications of all other firms proposed to be utilized in the performance of the work and shall clearly differentiate which qualifications listed relate to which firm.

b. The response to this section should identify similar projects undertaken by the firm or team within the last five years. The firm's or team members' actual role in those listed projects must be documented. The appropriate references, names and telephone numbers should be provided.

3. Qualifications of Staff

This section shall contain the firm's staffing plan, which shall identify the key staff that will be assigned to the contract, and shall discuss the direct qualifications and experience of each key individual. At a minimum, this section should include a short biography and experience of each key employee proposed by the firm or team and summary of relevant experience.

4. Work Approach

Provide a description of the Proposer's approach to undertaking the tasks listed in the Scope of Services. This needs to demonstrate an understanding of the work required in this RFP. The methods that the proposer will utilize to undertake the work effort should be described. **The response must include a schedule for undertaking the work.**

As part of this effort, the Proposer is to suggest any changes or add to the scope of services that would help achieve HART's stated Project Objectives.

5. References

Proposers must provide five (5) references. The reference will contain the company/agency's name, address, phone number, point of contact, the size of the project.

6. Signed Offer and Guarantee – Attachment A

7. Signed Certification regarding Debarment and Lobbying – Attachment B

8. DBE Participation - Part I – Attachment C

9. DBE Participation – Part II – Attachment C

10. DBE Participation – Part III – Attachment C

11. Buy America Certification – Attachment D

12. Contractors Statement on Sub-contractors – Attachment E

13. Summary Price Sheet – Attachment F

8. Receipt of Proposals

The original proposal and 5 copies shall be received until 2:00 (p.m) eastern standard time on June 19, 2008.

Each proposal shall be clearly marked on the outside of the envelope with the RFP number, title and due date. Proposals may be hand delivered, mailed or sent via a carrier such as UPS and Fed-Ex to the following

address:

Hillsborough Transit Authority
Attn: Purchasing Department
1201 East 7th Avenue, 3rd Floor
Tampa, FL 33605

Each proposer who elects to hand deliver their proposal to the receptionist at the above address shall be responsible for immediately requesting a time-stamped verification receipt to be filled out by the proposer/delivery agent. This time-stamped verification receipt will be used to determine late proposals. **Proposals delivered to any other address or received after the specified date and time will be considered late and will be returned unopened.**

9. Proposal Evaluation

Proposals submitted will be evaluated by a review committee. During the evaluation process, the review committee and HART reserve the right to request presentations or clarifications for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal and verify references as HART deems necessary.

Proposals will be evaluated on the following criteria in descending order of importance, with the first criteria being the most important:

1. Qualifications and experience of the firm(s) and staff will be scored at 40%.
2. Work Approach/Schedule will be scored at 30%.
3. Reasonableness of the cost of Services provided will be scored at 20%.
4. References (May be verified as deemed necessary) will be scored at 10%.

10. Award

HART intends to award this contract to the responsive and responsible Proposer(s) whose proposal is determined to be the most advantageous to HART. HART also reserves the right in its sole discretion to reject any or all proposal responses, to re-advertise this RFP, or postpone or cancel this procurement, for any reason or no reason, if it is determined to be in the best interest of HART to do so.

11. Qualifications for Award

Award of this contract shall be made to the most qualified firm(s), based upon evaluation criteria stated within this RFP and all requirements contained herein, and which is responsive in all respects to these procurement requirements. Contract award may be made upon evaluation of proposals as submitted. Written or oral negotiations may, however, be conducted with all responsible proposer's considered competitive, both technically and price wise.

The proposer affirms and declares:

- (1) That the proposer or its Subcontractors have the capability to assure performance of work within the time specified under this contract.
- (2) That the proposer has the capability of providing personnel to satisfy any technical or service problems that may arise during the term of the contract.
- (3) That the proposer has the necessary facilities and financial resources to complete the contract in a satisfactory manner and within the required time.

(4) That the proposer is of lawful age and that no other person, firm or corporation has any interest in this proposal or the contract proposed to be entered into.

(5) That the signed proposer has not divulged to, discussed or compared his proposal with other proposer's and has not colluded with any proposer or parties to a proposal whatsoever

(6) That the proposer and its Subcontractors are not in arrears to HART upon debt or contract and are not a defaulter, as surety or otherwise, upon any obligation to HART.

(7) That the proposer is not on the Comptroller General's list of ineligible contractors.

(8) That, if awarded the contract hereunder, the contractor agrees it shall post a notice in a conspicuous place within the plant or work site stating the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, creed, age, disability or national origin.

12. Proposal Rejection

HART reserves the right to either (1) waive any minor proposal informalities or irregularities which are not material to the proposal or which do not prejudice other proposer's; or (2) to reject any and all proposals submitted. Conditional proposals or those which take exception to the specifications may be considered non-responsive and may be rejected.

13. One Proposal Situation

In the event a single proposal is received, the Authority may conduct a price analysis of the proposal or a cost analysis, or both. A price analysis is the process of examining the proposal and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis through comparison to similar procurements must be based on an established or competitive price of these elements used in the comparison. The comparison must be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, and where it is impossible to obtain a valid price analysis of the Proposal price, a detailed cost analysis must be made of this difference and costs attached thereto.

If only one proposal is received, the sole proposer must, if a price or cost analysis is conducted, cooperate with the Authority as necessary in order for its proposal to be considered, but shall have the option, in lieu of doing so, to withdraw its proposal.

14. Next Most Qualified Proposer

In the event that the most qualified proposer fails or refuses to enter into a contract with HART, then HART may award the proposal to the next most qualified proposer. The next most qualified proposer shall enter into a contract with HART in accordance with the terms of its proposal.

In the event of a termination of the award to Contractor, HART reserves the right to award the contract to the next most qualified proposer provided, however, that the next most qualified proposer consents to such award. Any award to the next most qualified proposer shall be in accordance with the terms of its proposal.

15. Proposal Postponement and Amendments

HART reserves the right to revise or amend the specifications up to the time set for receipt of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective proposers. If the revisions and amendments are likely to require proposal revision of prices proposed, the date set for opening proposals may be postponed by such number of days as in the opinion of HART shall enable proposer's to revise their proposals. In any case, proposal opening shall be at least five (5) working days after the last amendment, and the amendments shall include an announcement of the new date, if applicable, for opening proposals. All amendment(s) shall be acknowledged on the form found in Attachment A.

16. Proposal Withdrawal

Proposals must remain valid for not less than 45 days after the time/date set for proposal receipt. Prior to that time/date, proposals may be modified or withdrawn by the proposer's authorized representative in person or by written or telegraphic notices received in HART's office at 1201 East 7th Avenue, 3rd Floor, Tampa, Florida 33605. After that time/date, proposals may not be withdrawn for 45 calendar days. In the event of a protest, in no case will the running of this 45 calendar day period be tolled for more than 90 calendar days.

17. Contract Documents

Any contract resulting from this solicitation shall include the following which are incorporated herein:

1. RFP - All Amendments to the RFP
2. Proposer's Offer and Guarantee
3. RFP – All required documents
4. Proposer's Response to RFP
5. Proposal Award

18. Definitions

Authorized Signee - the person who is executing this contract on behalf of the proposer/contractor and who is authorized to bind the proposer/contractor.

Project Manager - the person who is executing this contract on behalf of HART.

Contractor - the successful proposer who is awarded a contract for providing the item(s) and/or service(s) described herein.

HART - Hillsborough Transit Authority a/k/a Hillsborough Area Regional Transit Authority.

Purchasing Agent - the person in the Purchasing Department designated to liaison with the proposer's.

Purchaser - HART

19. Licenses and Taxes

The Contractor shall procure any and all licenses, permits, or certificates required by properly constituted authorities for the performance of the service. The Contractor shall pay all taxes, including, but not limited to, those assessed on vehicles and property owned by the Contractor in connection with the furnishing of the service.

20. Vendor Site Inspection and Evaluation

HART reserves the right to inspect the contractor's facilities prior to award or at any reasonable time throughout the contract period.

21. Program Fraud and False or Fraudulent Statement or Related Acts

(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.

22. Government-Wide Debarment and Suspension

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 proposer or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Hillsborough Transit Authority. If it is later determined that the proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Hillsborough Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer 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 proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. Soliciting or Accepting Gifts

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

24. Interest of Members of, or Delegates to, Congress

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

25. Prohibited Interest

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

26. Indemnification and Hold Harmless

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

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

27. Omission

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

28. Contract Modifications

No change in this contract shall be made unless HART gives its prior written approval. Therefore, the Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the Project Manager.

29. Access to Records

Access to Records - The following access to records requirements apply to this Contract:

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.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
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I <u>State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects		None	Those imposed on state pass thru to Contractor	None	None	None	None
		None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II <u>Non State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects		Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
		Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

30. Applicable Law and Venue

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

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

In the event that the contractor is domiciled in a country other than the United States or is a controlled subsidiary of a company which is domiciled in a country other than the United States and in the future event that any litigation should arise between the parties respecting any matter of fact or law that is international in nature, the venue of litigation with regard thereto shall be in the courts of the State of Florida or the United States of America, located in the State of Florida, County of Hillsborough.

31. Bid Protest Process

(Authority: HART Procurement Policy Section 540.01)

(1) These rules provide procedures for speedy resolution of protests arising from the procurement process. Contracts not subject to competitive bidding or contracts awarded pursuant to an emergency declaration or other emergency procedure are not subject to these bid protest rules. The Authority reserves the right to waive any minor bid informalities or irregularities which do not go to the heart of the bid or prejudice other proposers, or to reject any and all bids submitted. Conditional bids or those which take exception to the specifications may be considered non-responsive and may be rejected.

(2) Protests

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

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

(c) All notices of protest and formal protest shall be filed with the Executive Director for the Hillsborough Area Regional Transit Authority at the Authority's office located at 4305 East 21st Avenue, Tampa, FL 33605. Filing is completed upon receipt by the Executive Director.

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

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

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

(3) Suspension of Bidding Process

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

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

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

(4) Resolution of Protest

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

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

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

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

32. 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.

33. Federal Changes

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 Purchaser 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.

34. Civil Rights

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.

35. Termination

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

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

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

If Contractor fails to remedy to Hillsborough Transit Authority's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Hillsborough Transit Authority setting forth the nature of said breach or default, Hillsborough Transit Authority shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hillsborough Transit

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

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

36. Disputes

Except as otherwise provided in this Contract, disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be determined by the Project Manager and the Project Manager shall, furnish a copy thereof to the Contractor. This decision shall be final and conclusive unless within thirty (30) days

from the date of receipt of its copy, the contractor mails or otherwise furnishes a written notice of dispute to the Project Manager. The appeal may be heard by the Chief Executive Officer for HART at his/her discretion. In connection with any such appeal if accepted, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its position. If the parties fail to resolve the dispute either party may request the matter to be resolved by Mediation or Arbitration. Pursuant to the appeal, the Chief Executive Officer may conduct a review of the Project Manager's decision, or the Board of Directors, at its discretion, may refer the matter to Mediation or Arbitration.

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

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

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

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

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

In the event that the contractor is domiciled in a country other than the United States or is a controlled subsidiary of a company which is domiciled in a country other than the United States and in the future event that any litigation should arise between the parties respecting any matter of fact or law that is international in nature, the venue of litigation with regard thereto shall be in the courts of the State of Florida or the United States of America, located in the State of Florida, County of Hillsborough.

37. Mediation and Arbitration

Parties agree to use good faith efforts to resolve all disputes. In the event the Parties are unable to resolve any dispute relating to the Contract, such dispute may be submitted to voluntary mediation or binding, self-administered arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as agreed to by the parties. If the parties cannot agree to binding arbitration, then the dispute shall be submitted to mediation.

A single mediator or arbitrator shall be selected by the Parties within thirty days of a written demand for mediation or arbitration. Demand for mediation or arbitration shall be made within a reasonable time after the dispute has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. If the Parties cannot agree on the mediator or arbitrator, then either Party may file a motion or application with the Chief Judge (or Acting Chief Judge) of the court with jurisdiction to appoint either a mediator or an arbitrator. Any mediator or arbitrator chosen shall be a disinterested party with knowledge of the industry. The mediator or arbitrator shall construe this Contract in accordance with the laws of the State of Florida. Venue for mediation or arbitration shall be Hillsborough County, Florida. Any expenses incurred in connection with hiring the mediator and the administrative costs of the mediation shall be shared and paid equally between the Parties.

If arbitration is elected, the arbitrator's reasoned opinion shall be in writing, separately and specifically stating the findings of fact and conclusions of law on which the decision is based, and shall be rendered within ninety (90) days following selection of the arbitrator unless the Parties mutually agree to extend said time. Each Party shall be entitled to reasonable discovery in accordance with the Federal Rules of discovery. Only damages allowed pursuant to the Contract may be awarded and the arbitrator shall have no authority to award treble, exemplary or punitive damages of any type under any circumstances regardless of whether such damages may be available under Florida law. The decision of the arbitrator shall be final and non-appealable. Any expenses incurred in connection with hiring the arbitrator and the administrative costs of the arbitration shall be shared and paid equally between the Parties. If the parties do not agree to mediate or arbitrate the disputes, the parties may avail themselves of any other action available by law.

38. Insurance

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

No work shall commence under the Contract unless and until the required Certificates of Insurance are in effect. The required certificates shall be supplied with your proposal, or within (7) calendar days of notification of intent to award. Failure to meet this requirement may result in an award to the next most qualified proposer.

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

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

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

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

Coverage A:	Statutory benefits
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Employers Liability -	\$100,000 Limit Each Accident
	\$500,000 Limit Disease Aggregate
	\$100,000 Limit Disease Each Employee

Commercial General Liability Insurance shall be maintained by the Contractor.

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

Coverage B shall include personal injury.

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

Limits of coverage shall not be less than:

Bodily Injury and Property Damage Liability - \$250,000 Combined Single Limit

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

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

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

Bodily Injury and Property Damage Liability - \$250,000 Combined Single Limit Each Accident.

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

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

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

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

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

**Risk Manager
Hillsborough Transit Authority
4305 E. 21st Avenue
Tampa, FL 33605**

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

Should at any time the Contractor not maintain the insurance coverage's required of it, HART may either cancel or suspend delivery of goods or services as required by Contractor or, at its sole discretion, shall be authorized to purchase such coverage and charge the Contractor for such coverage's purchased. HART shall be under no

obligation to purchase such insurance or be responsible for the coverage's purchased or the responsibility of the insurance company/companies used. The decision of HART to purchase such insurance coverage's shall in no way be construed to be a waiver of its rights.

39. Fly America

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

40. Seismic Safety

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

41. Energy Conservation

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

42. Lobbying

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of

Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

43. Recycled Products

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

44. Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

45. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

46. Disadvantaged Business Enterprise

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

HART's DBE goal for FY08 is **12.5%**. **This contract has a 12.5% DBE participation goal.**

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

A prime contractor is required to find another certified DBE subcontractor to substitute for the original, certified DBE when the original, certified DBE is terminated, or fails to complete its work on the contract for any reason. The substitute, certified DBE must perform at least the same amount of work under the contract as the original, certified

DBE that was terminated, to the extent needed to meet the percentage of DBE participation established by the contractor.

Only the work actually performed by a certified DBE will be counted towards the DBE participation. The cost of supplies and materials obtained by the certified DBE or equipment leased (except from the prime contractor or its affiliate) may also be counted per 49 CFR Part 26.

Work that a certified DBE subcontracts to a non-DBE firm does not count toward DBE participation. A certified DBE should perform at least 30 percent of the total cost of its contract with its own work force.

If materials or supplies are obtained from a certified DBE manufacturer, 100 percent of the cost will be counted for DBE participation. If the materials or supplies are purchased from a certified DBE dealer, 60 percent of the cost will be counted for DBE participation.

DBE achievement will not be counted toward the overall contract until the certified DBE has been paid. Monthly reports must be submitted to the Purchasing Department the contract has been closed.

HART would encourage prime contractors, subcontracts and their employees to use financial institutions owned and controlled by socially and economically disadvantaged individuals. A list of these minority owned banks may be obtained at http://www.fms.treas.gov/mbdp/current_list.html.

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

DOT Short Term Lending Program (STLP)

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

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

The STLP provides revolving lines of credit to finance accounts receivable arising from transportation-related contracts. The primary collateral consists of the proceeds of the contracts. Borrowing under the lines of credit are to meet the short-term costs of performing the contract(s) being financed. Start-up businesses are not eligible to apply for the STLP. It is recommended that a business have at least a three year past performance history before applying to the program. Additional information may be found at <http://www.osdbu.dot.gov/>.

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

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from HART. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of HART. This clause applies to both DBE and non-DBE subcontractors. If the prime contractor determines the work to be unsatisfactory, they must

notify HART's Project Manager immediately, in writing, and state the reason(s) of unsatisfactory work performance. Failure to satisfy prompt payment to DBE's no later than 10 days from the receipt of payment from HART will be cause to terminate the contract.

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

47. DBE Good Faith Efforts

All proposers on federally funded contracts must, in order to be responsible and/or responsive, make good faith efforts to include DBE participation. Even if a contract goal has not been assigned to a bid, the proposer must show good faith efforts to include DBE participation on the federally funded contract. This means that the proposer must show that it took all necessary and reasonable steps to achieve DBE participation, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

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

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

- Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE's who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time given to allow the DBE's to respond to the solicitation. The proposer must determine with certainty if the DBE's are interested by taking appropriate steps to follow up initial solicitations.
- Selecting portions of the work to be performed by DBE's in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- Providing interested DBE's with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Negotiating in good faith with interested DBE's. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE's that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE's to perform the work.

- A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as DBE participation into consideration. However, the fact that there may be some additional costs involved in finding and using DBE's is not, in itself, sufficient reason for a proposer's failure to meet DBE participation, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher proposals from DBE's if the price difference is excessive or unreasonable.
- Not rejecting DBE's as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the DBE participation.
- Making efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- Making efforts to assist interested DBE's in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE's.

In determining whether a proposer has made good faith efforts, the performance of other proposers in meeting DBE participation may be taken into account. For example, when the apparent successful proposer fails to meet DBE participation, but others acquire DBE participation, the question may reasonably be raised of whether, with additional reasonable efforts, the apparent successful proposer could have acquired DBE participation. If the apparent successful proposer or exceeds the average DBE participation obtained by other proposers, this may be viewed, in conjunction with other factors, as evidence of the apparent successful proposer having made good faith efforts.

Administrative reconsideration (26.53(d))

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

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

48. Ownership of Information

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures,

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

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

49. Payment Terms

Vendor may offer a cash discount for prompt payment. Invoices will be paid within 30 days from receipt of a proper invoice. To ensure timely processing of payments, all invoices must be sent to the following address:

Hillsborough Transit Authority
Attn: Accounts Payable
1201 East 7th Avenue, 3rd Floor
Tampa, FL 33605

The invoice must contain the following information:

- Purchase order number
- Task Order Number
- Description of Service provided
- Total invoice amount
- Proof of Payment to subcontractor(s)
- DBE Participation Report (will be provided to contractor upon award)

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

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contract receives from HART. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of HART. This clause applies to both DBE and non-DBE subcontracts. Failure to satisfy prompt payment to DBEs no later than 10 days from the receipt of payment from HART will be cause to terminate the contract.

50. Subcontractor Changes

Any proposed changes in the Subcontractors shall be submitted to HART for its prior approval.

Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment whether initially or as a substitute), against whom HART may have reasonable objection. A Subcontractor or other person or organization identified in writing to HART by Contractor prior to the Notice of Award and not objected to in writing by HART prior to the Notice of Award will be deemed acceptable to HART. Acceptance of any Subcontractor, other person or organization by HART, shall not constitute a waiver of any right of HART to reject defective work. If HART after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by Contractor after the Notice of Award, Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. Contractor shall not be required to employ any Subcontractor, other person or organization against whom Contractor has reasonable objection.

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

All work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of HART.

51. Price Adjustment for Regulatory Changes

If price adjustment is indicated, either upward or downward, it shall be negotiated between HART and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective after the date of proposal opening. Such price adjustment may be audited, where required.

END OF TERMS & CONDITIONS

ATTACHMENT A – PROPOSER’S OFFER and GUARANTEES

By execution below, the proposer hereby offers to furnish the items as described herein. The proposer also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

FIRM'S NAME AND ADDRESS		PAYMENT REMITTANCE ADDRESS	
Name:		Name:	
Address:		Address:	
P.O. Box or Suite No.		P.O. Box or Suite No.	
City		City	
State	Zip	State	Zip

Contact Person:									
Telephone No.			Fax No.			E-Mail Address:			
FEDERAL EMPLOYER I.D. NUMBER:						SOCIAL SECURITY NUMBER: (If Federal I.D. is not applicable)			
Payment Terms:						Age of Firm:			
Disadvantaged Business Enterprise: ☐ Yes ☐ No If yes, certified by which agency? ☐ Female ☐ Male ☐ Black ☐ Hispanic ☐ Asian American ☐ Indian/Alaskan Native ☐ Other ☐ Not Applicable									
Annual Gross Receipts: ☐ less than \$500,000 ☐ \$500,000 to \$1 million ☐ \$1 million to \$5 million ☐ greater than \$5 million									
Contractor's License Type:									
Contractor's License Number:									
License Expiration Date:									
Acknowledgment of Amendments <i>Indicate by check mark next to the amendment number</i>									
No 1		No 2		No 3		No 4		No 5	Date:
Signature of Contractor's Authorized Official					Name and Title of Contractor's Authorized Official				

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ATTACHMENT B – CERTIFICATION REGARDING DEBARMENT AND LOBBYING

CERTIFICATION REGARDING DEBARMENT

The prospective Contractor certifies, by submission of this Proposal or proposal, that neither it nor its "principals" as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date: _____

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

(3) The undersigned shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

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

Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official

Date: _____

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ATTACHMENT C - DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

PART I – BACKGROUND

A. USE OF FORM

Any firm Proposing as a Prime on this USDOT-funded project, must complete this form and submit this form with the Proposal or be considered non-responsive.

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

Name of Prime Proposer: _____

Address: _____

Telephone number () _____

Fax number () _____

Email address: _____

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

Name of Certifying Agency _____

Age of the Proposer's firm _____ Years _____ Months

Annual gross receipts of the firm _____

B. POLICY STATEMENT.

Hillsborough Transit Authority (HART) has established a Disadvantaged Business Enterprise (DBE) Program in accordance with 49 CFR Part 26. HART receives Federal financial assistance from the United States Department of Transportation (USDOT), and as a condition of receiving this assistance, HART has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of HART to ensure that DBE's, as defined from the regulations of the USDOT, 49 Congressional Federal Register Part 26, have equal opportunity to receive and participate in USDOT-assisted contracts.

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It is also our policy:

1. To ensure nondiscrimination in the award and administration of USDOT assisted contracts.
2. To create a level playing field on which DBE's can compete fairly for USDOT assisted contracts.
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law.
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBE's.

5. To help remove barriers to the participation of DBE's in USDOT assisted contracts.
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

HART has established an annual goal of **12.5%** participation by certified Disadvantaged Business Enterprises (DBE's) in procurements of goods and services for Fiscal Year 08. This contract has a 12.5% DBE participation goal. All businesses, to be considered certified DBEs for the purposes of achieving DBE participation, must provide a current certification from a member of the Unified Certification Program (UCP) in the State of Florida. Certified DBEs can be located at the website of www.bipincwebapps.com/biznetflorida/. Be sure to only use the businesses certified under the UCP category as a DBE.

C. COMPLIANCE WITH DBE PROGRAM

The DBE Program requires that all Proposer's make a good faith effort to meet DBE participation.

A Proposer may document that it made adequate good faith efforts to meet the DBE program.

Failure to demonstrate good faith efforts and the degree to which a Proposer does or does not document such good faith efforts, will affect the evaluation of a Proposer's response, and may result in a proposal being deemed non-responsive for purposes of DBE participation.

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ATTACHMENT C - DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

PART II – DOCUMENTATION OF GOOD FAITH EFFORTS

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned Proposer/offeror has satisfied the requirements of the Proposal specification in the following manner:

_____ The Proposer/offeror is committed to a minimum of ____% certified DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of Proposer/offeror's firm: _____

By:

Signature of Prime Proposer

Title

Date

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ATTACHMENT C - DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

PART III – DOCUMENTATION OF GOOD FAITH EFFORTS

FORM 2: LETTER OF INTENT

Name of Proposer/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of certified DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Copy of the current certification letter notifying the firm that it has been DBE certified by a Florida Unified Certification Agency must be attached.

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

The Proposer/offeror is committed to utilizing the above-named certified DBE firm for the work described above.

The DBE participation on this contract is _____ percentage of the total contract.

Affirmation

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

By _____
Signature of DBE Title Date

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

(Submit this page for each certified DBE subcontractor.)

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ATTACHMENT D- BUY AMERICA CERTIFICATION

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Proposer or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Proposer or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

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ATTACHMENT E - CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS

1. There are **NO** sub-contractors associated with this proposal.

Authorized Signee: _____

Printed Name: _____ Date: _____

Title: _____ For (Company): _____

Check box if this does not apply ☐ N/A

-OR-

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

A. Name of Firm: _____

Address: _____

Contact Person: _____ Tele. #: _____

B Name of Firm: _____

Address: _____

Contact Person: _____ Tele. #: _____

C. Name of Firm: _____

Address: _____

Contact Person: _____ Tele. #: _____

D. Name of Firm: _____

Address: _____

Contact Person: _____ Tele. #: _____

Authorized Signee: _____

Printed Name: _____ Date: _____

Title: _____ For (Company): _____

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ATTACHMENT F – PRICE SHEET

The undersigned hereby agrees to provide Website Design, inclusive of all cost and expenses. The proposer has carefully examined the attached specifications and the cost stated includes everything necessary for completion

and fulfillment of the contract. **The response must include a schedule for undertaking the work.**

FIRM FIXED PRICE FOR WEBSITE DESIGN (including travel, incidental and other direct expenses) and schedule of payments:

\$ _____

Signature of Contractor's Authorized Official

Name/Title of Contractor's Authorized Official

Date: _____

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