

REGIONAL COMMUTER VANPOOL AND VAN LEASE PROGRAM

REQUEST FOR PROPOSAL

RFP NO. TBARTA-2018-01

The Tampa Bay Area Regional Transit Authority (TBARTA) requests the submission of sealed proposals for the furnishing of program management services for the **Regional Commuter Vanpool Program (also known as TBARTA Commuter Vanpool Program)**, using existing and leased vehicles, to **TBARTA at 4305 W. Cypress St., Suite 700, Tampa FL 33607** by **1:00 PM LOCAL TIME on May 18, 2018**. 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.

A **pre-proposal conference will be held at 1:00 PM local time on May 16, 2018**, at the TBARTA office, 4305 W. Cypress St., Suite 700, Tampa FL 33607 or calling 1-866-212-0875, participant code 449328#.

Proposers may submit written questions, requests for clarification and/or changes concerning this RFP using the form provided in Appendix A by 1:00 PM local time on May 11, 2018. TBARTA will respond on or before May 15, 2018 to written questions that have been timely received. Questions may be sent through the U.S. mail, overnight mail or by email to susan.ebner@tbarta.com. Proposers have the burden of assuring receipt by TBARTA on or before the above dates and times. TBARTA shall not be responsible for postal delays, transmission errors or other circumstances beyond its control. Written questions, requests for clarification and /or changes received after the above date, or which are not submitted using the form provided in Appendix A, shall be returned unanswered by the delivery method used. TBARTA shall not respond to oral questions regarding this RFP but may provide minor clarifications during the mandatory pre-proposal conference.

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

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

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

Dated this 27th day of April 2018

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PART I - OFFER

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

PROPOSER NAME

STREET ADDRESS

CITY, STATE, ZIP

SIGNATURE OF AUTHORIZED SIGNEE

TITLE

BUSINESS PHONE

FAX

EMAIL

PART II - SOLICITATION/CONTRACTUAL PROVISIONS/PROTEST PROCEDURE

1. SOLICITATION

1.1 Scope:

The contract awarded hereunder shall be for the furnishing of:

Program management services for the **TBARTA COMMUTER VANPOOL PROGRAM** meeting the minimum specifications contained in Part III herein.

1.2 Contract Documents:

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

1.3 Definitions:

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

ADA - Americans with Disabilities Act

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

Tampa Bay Area Regional Transit Authority (TBARTA) - The Tampa Bay Area Regional Transit Authority was created as an agency of the state to plan, develop, finance, construct, own, purchase, operate, maintain, relocate, equip, repair, and manage multimodal systems in Hernando, Hillsborough, Pasco, Pinellas, and Manatee Counties. The Regional Vanpool Program is conducted in partnership with FDOT District 7 region (Citrus, Hernando, Pasco, Hillsborough, and Pinellas). The Authority's purpose is to improve mobility and expand multimodal transportation options for passengers and freight throughout the five-county region.

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

Contractor - The successful Proposer that is awarded a contract for providing the item(s) and/or service(s) described herein; synonymous with Service Provider.

DBE - Disadvantaged Business Enterprise

DOJ - U.S. Department of Justice

DOT - U.S. Department of Transportation

EEOC - Equal Employment Opportunity Commission

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

FCC - Federal Communications Commission

FDOT - Florida Department of Transportation

FTA - Federal Transit Administration

MPO – Metropolitan Planning Organization

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

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

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

Service Provider - The Proposer awarded the contract as a result of this RFP acting for itself and those individuals, partnerships, firms or corporations comprising the Service Provider team and sub-service providers; synonymous with Contractor.

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

Vanpool Group - Groups of from five to 15 commuters who ride to and from work together in a van on a regularly scheduled basis and are charged a monthly fee to compensate for vanpool operations.

Work - All labor, supervision, service, material, equipment and supplies necessary for the completion of the contract.

1.4 Proposal Requirements:

Sealed Proposal Packages of 1 original and 5 copies, and 1 CD of Proposal documents in PDF format, will be received at TBARTA until **1:00 PM LOCAL TIME on May 18, 2018**, for the provision of the item(s) and/or service(s), described herein which meet the minimum requirements set forth in the technical specifications contained in Part III.

The Proposal Package must contain:

1. Fully executed Offer (Part I hereof)
2. Title Page showing the Request for Proposal subject; the Proposer's legal name, address, telephone number, and email of a contact person; and the date of the Proposal.
3. Table of Contents
4. Transmittal Letter - A letter of transmittal signed by an authorized Officer of the Proposer stating the Proposer's understanding of the Work to be done, the commitment to perform the Work within the required time period, a statement of why the firm believes itself to be best qualified to perform the engagement, a statement that the Proposal is a firm, binding and irrevocable offer for 120 days from May 18, 2018, and acknowledgement of receipt of all Amendments to this RFP, if any.
5. Detailed Proposal - The Proposal shall follow the order set forth in Part III of this Request for Proposals.
6. All applicable Appendices, and material referenced in Parts V, VI, and VII.

1.5 Licenses and Taxes:

The Proposer shall procure all licenses, permits, or certificates required for the performance of the Work prior to entering into a contract with TBARTA. As a condition of a contract with TBARTA, the Proposer shall agree to pay all taxes, including, but not limited to, those assessed on vehicles and property owned or leased by the Proposer in connection with the furnishing of the Work described herein.

1.6 Effective Period:

Proposals shall be binding and irrevocable for 120 days from May 18, 2018. If awarded the contract under this RFP, the Proposer agrees that all terms and conditions of its Proposal, including specifically user fees, shall be firm, binding and irrevocable for the duration of the contract entered as a result of this RFP.

1.7 Proposer's Site Inspection and Evaluation:

TBARTA reserves the right to inspect Proposer's facilities and equipment prior to award or at any reasonable time throughout the contract period.

1.8 Method of Payment:

Accurate and detailed records of expenses and revenues (fares) shall be maintained by the Service Provider. TBARTA shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes. TBARTA will not pay for an excess of the standard service price specified in the contract awarded because of this RFP.

1.9 Basis of Award:

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

1.10 By submitting an Offer, the Proposer affirms and declares that:

1. The Proposer has a proven ability to market ridesharing as a transportation option, evaluation of energy and travel benefits of vanpool operations, acquisition of vehicles in a timely manner, bookkeeping and accounting procedures and Service Provider contract administration.
2. The Proposer has experience in fleet administration procedures, including the ability to estimate potential passenger demand, determine fair market value fares, procure insurance, instruct drivers and determine training criteria, administer driver contract, and develop vehicle maintenance procedures.
3. The Proposer will provide a fully staffed office within TBARTA facilities. Currently, a two-person office is established within the TBARTA headquarters.
4. Qualifications of key personnel. Those individuals who will be directly involved in the operation of the program shall have substantial experience in one or more of the following fields: planning, ridesharing, marketing, fleet administration, or public relations. Resumes on key personnel shall be required to be submitted with the Proposal. Additionally, those individuals directly involved in the operation of the program shall have a demonstrated knowledge of the region, its transportation needs, and a working knowledge of the business community throughout the region.
5. The Proposer has the capability to assure performance of Work within the time specified under this contract, including National Transit Database reporting requirements.
6. The Proposer has the necessary capability of being able to satisfy any technical or service problems that may arise during the term of the contract.
7. The Proposer has the necessary facilities and financial resources to complete the

contract in a satisfactory manner and within the required time.

8. No other person, firm or corporation has any interest in the Proposal or the contract proposed to be entered.
9. The Proposer has not divulged to, discussed or compared its Proposal with other Proposers and has not colluded with any Proposer or parties to a Proposal whatsoever. (NOTE: No premiums, rebates, or gratuities permitted either with, prior to, or after performance of the Work. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the offending Proposer from PROPOSER LIST(S).
10. The Proposer utilizes the U.S. Department of Homeland's Security E-Verify system to verify the employment eligibility of all new employees hired by the firm during the term of the agreement; and expressly requires any subcontractors performing work or providing services pursuant to the agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the agreement term.
11. The Proposer and its Subcontractors are not in arrears to TBARTA upon debt or contract and are not a defaulter, as surety or otherwise, upon any obligation to TBARTA.
12. The Proposer is not on the Comptroller General's list of ineligible contractors.
13. If awarded the contract hereunder, the Proposer agrees it shall post a notice in a conspicuous place within the 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.

Clean Air

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to TBARTA and understands and agrees that TBARTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C.1251 et seq. The Contractor agrees to report each violation to TBARTA and understands and agrees that TBARTA will, in turn,

report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

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

(1) OVERTIME REQUIREMENTS

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

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

In the event of any violation of the clause set forth in sub-paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in sub-paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES

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

(4) SUBCONTRACTS

The prime Contractor shall insert in any subcontracts the clauses set forth in this section. The prime contractor shall be responsible for compliance by any subcontractor with the clauses set forth in this section.

1.11 Multiple Proposals:

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

1.12 Other Considerations:

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

1.13 Proposal Preparation:

The original and 5 copies and the CD of Proposal documents in PDF format shall be enclosed in a sealed package with the name and address of the Proposer clearly stated. The outside of the package shall state **"Sealed Proposal for TBARTA COMMUTER VANPOOL PROGRAM** for receipt by **1:00 PM LOCAL TIME, May 18, 2018**. All blank spaces in the Proposal/Offer must be filled in and no changes shall be made in the wording. The Proposal shall be limited to a page size of eight and one-half by eleven inches (8 1/2" x 11"). Foldout pages may be used where appropriate but should be minimized. Text type size shall not be less than 12-point font. The Proposal will be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion.

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

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

1.14 RFP Postponement and Amendment:

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

1.15 Receipt of Proposals:

Proposals shall be received until **1:00 PM LOCAL TIME on May 18, 2018.**

1.16 Proposal Evaluation:

Proposals submitted will initially be reviewed by the TBARTA Executive Director for his determination of responsiveness, and whether they meet with Mandatory Elements of this RFP (Section 1.17A).

Those Proposals determined to be responsive shall be submitted for evaluation to the PROPOSAL REVIEW COMMITTEE consisting of the TBARTA Executive Director, two TBARTA staff, and two (2) designees of the Florida Department of Transportation (FDOT).

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

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

1.17 Evaluation Criteria:

Proposals will be evaluated using two sets of criteria – (A) Mandatory Elements, and (B) Professional/Technical/User Fee Qualifications. TBARTA's Executive Director will determine if Proposals meet the Mandatory Elements as identified in Item No. A below, and the Proposal Review Committee will rank the Proposals and award scores based upon the evaluation criteria set forth below under Item No. B.

Proposals will be scored on, and in the order, of the criteria listed in the table on the next page.

EVALUATION CRITERIA

ITEM NO.	ITEM	MAX. SCORE
A	MANDATORY ELEMENTS:	
1.	The Proposer has no conflict of interest with regard to any other work performed by the Proposer. (APPENDIX N)	Pass/Fail
2.	The Proposer has adhered to the instructions in this RFP on preparing and submitting the Proposal, and has included all required information, forms and appendices (Sections 1.4, 1.13, 1.15, 1.22, and 4.9).	Pass/Fail
B	PROFESSIONAL/TECHNICAL/USER FEE QUALIFICATIONS (100 TOTAL POINTS MAXIMUM WILL BE SCORED ON, AND IN THE ORDER OF THE CRITERIA LISTED BELOW)	
1.	Operations – Proposed Approach to Providing Vanpool Services	15
2.	Financial Capability of the Proposer	15
3.	End-User Fee Structure Current Vanpool Configuration Proposed Vanpool Configuration (July 2015)	20 5
4.	Experience and Reputation of the Proposer in Providing Vanpool Services	15
5.	Administration (Reporting, Contracting, Staffing)	15
6.	Innovative Vanpool Program Marketing and Vanpool Program Ideas in both fleet and capital leasing options	15
	TOTAL	100

1.18 Proposal Rejection:

TBARTA reserves the right to either (1) waive any minor Proposal irregularities or clerical errors which material to the Proposal are not or which do not prejudice other Proposers; or (2) to reject any and all Proposals submitted as non-responsive and/or for failure to meet the Mandatory Elements identified in Item No. A of the Evaluation Criteria. Conditional Proposals or those which take exception to the specifications shall be considered non-responsive and shall be rejected.

1.19 Proposal Withdrawal:

A proposal may not be withdrawn for 120 calendar days after the expiration of the Proposal due date. Prior to the date/time set for Proposal receipt, however a Proposal may be modified or withdrawn by the proposer's authorized representative by written notice received in the TBARTA office at 4305 W. Cypress St., Suite 700, Tampa FL 33607.

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

1.20 Submission of Written Questions, Requests for Changes:

All questions about this RFP and requests for changes or clarification must be submitted on the supplied Request for Change or Clarifications form in attached Appendix A no later than **1:00 PM LOCAL TIME on May 11, 2018**. These submittals should be directed to Susan Ebner – Office and Financial Administrator. **Each request shall be on a separate form, and an item number shall be assigned to each request. Questions and/or requests that are not submitted on the form attached as Appendix A will not be considered.**

1.21 Award Procedure:

Award of the Contract shall be made upon completion of the evaluation procedures described herein, and approval by the TBARTA Board.

1.22 Amendments:

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

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

1.23 Schedule:

Scheduled Dates

RFP Release	April 30, 2018
Last day for Proposers to submit written questions	May 11, 2018
Last day for TBARTA to respond to written questions	May 15, 2018
Mandatory Pre-Proposal Conference	May 16, 2018
Proposals Due	May 18, 2018
Determination of Responsiveness	May 21, 2018
Proposal Review Committee Meetings	May 21 to 24, 2018
Notice of Intent to Award, on or before	May 25, 2018
TBARTA Board Approval of Award	June 8, 2018
TBARTA Board Approval of Contract	June 8, 2013
Contract Start Date	July 1, 2018

2. CONTRACTUAL PROVISIONS

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

2.1 Subcontractor Changes:

Any proposed changes in the Subcontractors shall be submitted to TBARTA 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 TBARTA may have reasonable objection. A Subcontractor or other person or organization identified in writing to TBARTA by Contractor prior to the Notice of Award and not objected to in writing by TBARTA prior to the Notice of Award will be deemed acceptable to TBARTA. Acceptance of any Subcontractor, other person or organization by TBARTA shall not constitute a waiver of any right of TBARTA to reject defective work. If TBARTA after due investigation has reasonable objection to any 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 TBARTA and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of TBARTA to pay or to see to the payment of any monies except as may otherwise be required by law. TBARTA may furnish to any 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 TBARTA.

2.2 Interest of Members of, or Delegates to, Congress:

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

2.3 Certification for Contracts, Grants, Loans, and Cooperative Agreements:

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

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

to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions in attached Appendix. **This requirement shall apply only to contracts over \$100,000.**

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

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

2.4 Prohibited Interest:

No member, officer, or employee of TBARTA 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.

2.5 Disadvantaged Business Enterprise:

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

DOT Short Term Lending Program (STLP)

Many disadvantaged and women-owned business enterprises, hereinafter referred to as DBEs, that are qualified to perform transportation-related contracts have 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 DBEs the opportunity to obtain short-term working capital at variable interest rates for transportation-related projects.

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

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

DOT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. By signing this contract, the contractor also agrees to this standard in prime or subcontracting opportunities.

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

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 business days from the receipt of each payment the Contractor receives from TBARTA. The Contractor agrees further to return retainage payments to each subcontractor within 10 business 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 TBARTA. This clause applies to both certified DBE and non-DBE subcontractors. If the Contractor determines the work to be unsatisfactory, it must notify TBARTA' Executive Director immediately, in writing, and state the reason(s) of unsatisfactory work performance. Failure to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

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

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

Proposal, Execution and Compliance with Subcontractors:

- (a) The successful Proposer will provide for TBARTA's approval correspondence from subcontractors with respect to the proposed agreements. Upon approval by TBARTA, the successful Proposer will enter into each such approved subcontract and will thereafter neither terminate any subcontract nor reduce the scope of the work to be performed by, or decrease the price to be paid to, the DBE and the DBE and Non-DBE/Joint Venture thereunder without in each instance the prior written approval of TBARTA.
- (b) The DBE policy statement will become part of the contract provisions.
- (c) Substitution of Subcontractors:
Where TBARTA has approved termination of a subcontract held by a DBE or DBE and Non-DBE/Joint Venture, the successful Proposer will make a good-faith effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed with another qualified DBE for a contract price or prices totaling not less than the contract price of the terminated subcontract. Satisfactory evidence of a good-faith effort will be furnished in a timely manner to TBARTA.
- (d) Contractors shall report quarterly on their progress in meeting contracted DBE obligations.
- (e) In connection with the performance of this contract, the Contractor will cooperate with TBARTA in meeting its commitments and goals regarding the maximum participation of DBEs and will use good faith efforts to ensure that DBEs will have the maximum practicable opportunity to compete for subcontract work under this contract.
- (f) Sanctions for Violations:

If at any time TBARTA has reason to believe that the successful Proposer is in violation of its obligations under the DBE contract provisions or has otherwise failed to comply with the provisions thereof, TBARTA may in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the successful Proposer. Such sanctions may include, but are not limited to, one or more of the following:
 - 1. The suspension of any payment or part thereof until such time that compliance is demonstrated.
 - 2. The termination or cancellation of the contract in whole or in part unless compliance is demonstrated within a reasonable time.
 - 3. The denial of that Contractor to participate in any further FTA funded contracts awarded by TBARTA.

2.6 DBE Directory of Contractors:

Certified DBEs can be located at the website of

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

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

2.7 Access Requirements for Individuals with Disabilities:

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

(1) U.S. DOT regulations. "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27.

(2) Department of Justice (DOJ) regulations. "Nondiscrimination on the Basis of Disability in State and Local Government Services." 28 C.F.R. Part 35;

(3) DOJ regulations. "Nondiscrimination on the Basis of Disability by Public accommodations and in Commercial Facilities." 28 C.F.R. Part 36;

(4) Equal Employment Opportunity Commission, (EEOC) regulations. "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act." 29 C.F.R. Part 1630;

2.8 Liabilities Against TBARTA:

It is expressly agreed that the first one hundred (\$100.00) dollars of the amount to be paid the 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 save harmless TBARTA, its officers and employees, except for the sole negligence of TBARTA, from all claims, demands, judgments, liability, loss, damage, including attorney's fees or injuries of every kind, including patent infringements, resulting directly or indirectly from the performance of, or the failure to perform, the work by the 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 TBARTA.

2.9 Patent Rights:

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

2.10 Rights in Data and Copyrights:

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

b. The following restrictions apply to all subject data first produced in the performance of this Proposal.

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

(2) As authorized by 49 C.F.R. 18.34, the Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes;

(a) Any subject data developed under a grant cooperative agreement, sub-grant, sub-agreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and

(b) Any rights of copyright to which TBARTA, Contractor, sub-recipient, or a third-party contractor purchases ownership with Federal assistance.

c. When FTA helps with a Project involving planning, research, development, or a demonstration, it is generally FTA's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA determines otherwise, TBARTA, as Recipients of FTA assistance to support planning, research, development, or a demonstration financed under the Federal Transit Act, as amended, understands and agrees that, in addition to the rights set forth in this Proposal, FTA may make available to any FTA recipient, sub-recipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data derived under this Proposal or a copy of the subject data first produced under this Proposal. If such a Project, which is the subject of this Proposal, is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in this Proposal and shall be delivered as the Government may direct. This subsection of the Proposal, however, does not apply to adaptations of automatic data processing equipment or programs for TBARTA's use which costs are financed with capital funds (sections 3, 9, 16, 18, or 25 of the Federal Transit Act, as amended, or Title 23 capital funds).

d. Unless prohibited by State law, the Contractor agrees to indemnify, defend, save and hold harmless TBARTA, FDOT, the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor or proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Proposal. The Contractor shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of TBARTA, FDOT, or the Government.

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

f. The requirements of Subsections b., c., and d., of this Proposal do not apply to material furnished to TBARTA, or the Contractor by the Government and incorporated in the work carried out under the Proposal; provided that such incorporated material is identified by TBARTA, or the Contractor at the time of delivery of such work.

2.11 Omission:

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

2.12 Priority:

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

2.13 Written Change Orders:

ORAL CHANGES ARE NOT PERMITTED. No change in this contract shall be made unless the Contracting Officer gives his or her prior written approval. Therefore, the Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification or change not properly ordered by written modification to the contract and signed by the Contracting Officer.

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

2.14 Audit and Inspection of Proposals:

The Contractor shall permit the authorized representative of the U.S. Department of Transportation, the Comptroller General of the United States and/or the Florida Department of Transportation to inspect and audit all data and records of the Contractor relating to its performance and its subcontracts under this contract with which Federal and State funds are used from the date of the contract through and until the expiration of three (3) years after completion of

the contract. The inspection and audit provided in this section does not include an audit of the Proposer's cost and/or profit, except for single Proposal or sole source situation.

2.15 Termination for Default:

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

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

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

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

2.16 Termination for Convenience:

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

2.17 Disputes:

Breaches/Dispute Resolution

Disputes: Disputes arising in the performance of the work and not resolved by agreement of the parties shall be decided by a mediator. The parties shall agree upon a certified mediator to decide their disputes.

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

Remedies: Unless provided otherwise claims, counterclaims, disputes and matters in question arising out of or relating to the contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Hillsborough County, Florida.

2.18 Communications:

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

2.19 Applicable Law and Venue:

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

2.20 One Proposal Situation:

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

withdraw its Proposal.

2.21 Next Most Qualified Proposer:

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

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

2.22 Insurance:

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

In addition, certified, true and exact copies of all insurance policies required shall be provided to TBARTA or a written statement agreeing to have them available at the Contractor's Tampa, Florida office during working hours for review by TBARTA, its attorneys and/or insurance consultants, on a timely basis, **IF REQUESTED BY TBARTA**. Thirty (30) days prior written notice by registered or certified mail shall be given TBARTA of any cancellation, intent not to renew, or reduction in the policies' coverage, except in the application of the Aggregate Limits Provisions. In the event of a reduction in any Aggregate Limit, the Contractor shall immediately take steps to have it reinstated.

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

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

No work shall commence under the Contract unless and until the required Certificates of

Insurance are in effect and a written notice to proceed is issued to the Contractor by TBARTA. The required certificates shall be supplied with the Proposal, or within (7) calendar days of notification of intent to award. Failure to meet this requirement may result in award to next low Proposer.

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

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

Any self-insurance program must be supported by the Contractor's Certified Public Accountant in writing confirming that the program is properly funded and maintained. Should the Contractor's required insurance policies provide for a deductible, self-insured retention, or self-insured amount, then Contractor, if required by TBARTA, agrees to provide, pay for, and maintain a surety bond from an insurance company acceptable to TBARTA (or a standby irrevocable letter of credit in a form acceptable to TBARTA from a bank acceptable to TBARTA) in the amount of the deductible, self-insured retention or self-insured amount guaranteeing compliance with the insurance requirements in this Section of the Contract. Said guarantee shall continue for three (3) years following termination of this Contract.

2.23 Amounts and Types of Insurance:

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

Business Automobile Liability Insurance shall be maintained by the 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 -
\$ 2,000,000 Combined Single Limit Each Accident

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

combined single limit each occurrence or accident.

Owner's Protective Liability Insurance shall be maintained by the Contractor with TBARTA and the Service Provider as the Named Insured in a separate original policy which must be furnished to TBARTA prior to the start of work on the Project. Coverage to insure TBARTA for its liability, including the cost of defense, resulting from the operations of the Contractor under this Contract. The limit of coverage shall be not less than: \$1,000,000 Combined Single Limit Each Occurrence.

Bodily Injury, Property Damage and Uninsured Motorist Liability
\$2,000,000 Combined Single Limit Each Occurrence, with excess liability for each occurrence of \$300,000, naming TBARTA as an additional insured regarding vehicles leased or rented from the Service Provider.

Other combinations of business automobile liability insurance and excess liability limits are acceptable provided the total combined limit is a minimum of \$1,000,000. Any additional premium for extending this insurance beyond the agreed completion date which is caused by the Contractor shall be the Contractor's responsibility.

2.24 Policy Cancellation and Renewal:

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

Susan Ebner, Office and Financial Administrator
Tampa Bay Area Regional Transit Authority
4305 W. Cypress St., Suite 700
Tampa FL 33607

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

Should at any time the Contractor not maintain the insurance coverage required of it, TBARTA 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 purchased. TBARTA shall be under no obligation to purchase such insurance or be responsible for the coverage purchased or the responsibility of the insurance company/companies used. The decision of TBARTA to purchase such insurance coverage shall in no way be construed to be a waiver of its rights.

2.25 Warranty/Guaranty:

Please include with your Proposal package a copy of your standard warranty and the warranties of all manufacturers of components supplied under this contract. Warranties should provide for at

least the minimum requirements outlined in attached Appendix “C”.

2.26 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 the 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.

2.27 No Obligation by the Federal Government:

(1) TBARTA 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 TBARTA, Contractor, or any other party (whether or not a party to the 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.

2.28 Incorporation of Federal Transit Administration (FTA) Terms:

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.ID, dated April 15, 1996 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this

Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any TBARTA requests which would cause TBARTA to be in violation of the FTA terms and conditions.

2.29 Adjustments to Estimated Costs and User Fees:

The Service Provider's cost estimates and user fees shall be adjusted to correspond to increases or decreases in cost of operations on a yearly basis. The Service Provider may petition TBARTA for adjustment to estimated costs and user fees based on unusual charges. Unusual charges shall mean items not covered in the contract, which occur through no fault of the Service Provider and beyond the Service Providers control. This shall not include price increases arising in the ordinary cause of business. TBARTA reserves the right to conduct a cost/price analysis to determine that charges are fair and reasonable. The amount of adjustment shall be determined by agreement.

2.30 Annual Performance Review:

Each year the contract is in force, 60 days before the contract anniversary date, TBARTA and the Service Provider will meet to review the Service Provider's performance in the areas of fleet maintenance, interior and exterior condition, preventive maintenance, cost performance, customer service and marketing and other related issues. This will be an opportunity for the agency to present any requests for changes for the upcoming year.

2.31 Cost Incurred in Responding:

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

2.32 Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list

2.33 Buy America:

With respect to this contract and any subcontract hereunder, only steel and manufactured products produced in the United States will be used in this Program, unless a waiver of these provisions is granted.

Upon written request to the United States Secretary of Transportation, TBARTA may request a

waiver of the above provisions. Such waiver may be granted if the Secretary determines:

- (1) Their application would be inconsistent with the public interest;
- (2) That such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- (3) The inclusion of domestic material will increase the cost of the overall project contract by more than 25 per cent.

The Contractor shall submit, with the Proposal, the appropriate certificate of compliance or noncompliance in the form set out in attached Appendix "N".

3. PROTEST PROCEDURE

- 3.1 TBARTA shall provide notice of its decision or intended decision concerning responsiveness, and also of intent to award under this RFP by electronic transmission (email), and certified U.S. mail, return receipt requested.
- 3.2 Any person who is adversely affected by this RFP, notice of a change or amendment concerning this RFP, TBARTA's decision or intended decision regarding the non-responsiveness of Proposal(s), or intent to award a contract shall file with TBARTA a written notice of protest within 72 hours after receipt of the notice by electronic transmission or certified mail, whichever occurs first.
- 3.3 A formal written protest shall be filed within ten (10) days after the filing of the notice of protest. The formal written protest shall state in detail the facts and the law upon which the protest is based. TBARTA will give notice by U.S. mail of any timely filed written formal protest to all persons to whom this RFP has been supplied.
- 3.4 Upon receipt of a formal written protest which has been timely filed, TBARTA shall stop the solicitation or contract award process until the protest is resolved by final agency action, unless TBARTA's Chairman of the Board or Executive Director sets forth in writing the particular facts and circumstances which require the continuation of the solicitation or contract award process in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- 3.5 A notice of protest and a formal written protest shall be considered filed when received by TBARTA at 4305 W. Cypress St., Suite 700, Tampa FL 33607. In computing time periods, the date of TBARTA's notice of decision shall not be included in computing the time in which to file a written notice of protest or written formal protest. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday on which TBARTA' offices are closed, in which event the period shall run until 5:00 PM EST on the next day that is not a Saturday, Sunday, or holiday observed by TBARTA.
- 3.6 The protesting party(ies) shall meet with the Chairman of the TBARTA Board or Executive Director within seven (7) days of TBARTA's receipt of the formal written protest. The purpose of the meeting is to present issues and attempt to resolve the dispute by mutual agreement.

- 3.7 Within five (5) working days after the meeting with the TBARTA Chairman of the Board or Executive Director, TBARTA shall give written notice of its decision concerning the protest.
- 3.8 If the protest is not resolved by mutual agreement, then one of the following two alternatives shall apply: either (1) if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to Section 120.57(2), Florida Statutes, by the Governing Board or appointed committee of TBARTA; or (2) if there is a disputed issue of material fact, the protest shall be referred to the Division of Administrative Hearings, State of Florida, for proceedings consistent with Section 120.57(1), Florida Statutes.
- 3.9 Point of Entry:

Notice of Right to Protest RFP: Upon issuance of this RFP, notice of a change or amendment concerning this RFP, determination of non-responsiveness, or intent to award a contract, persons or entities whose substantial interests are affected may file a written protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PART III – PROFESSIONAL/TECHNICAL/USER FEE SPECIFICATIONS

TBARTA shall receive Proposals in accordance with this RFP for the furnishing of: **TBARTA COMMUTER VANPOOL PROGRAM** meeting the following minimum specifications:

4.1 GENERAL BACKGROUND

To conduct a vanpool program, there must be a maintenance agreement to cover maintenance/repair of the vehicles and insurance coverage for the driver and passengers. This is accomplished by contracting with a Service Provider to perform these tasks, with an onsite representative to assist in day-to-day running of the actual components of the vanpool program (collecting data from each van, inspections, etc.) as well as the formation of new vans. TBARTA expects that the Service Provider will accept full responsibility for complete operation and administration of the continued vanpool and van lease program and will be expected to work directly with TBARTA, the regional commuter assistance program, in the vanpool marketing and outreach efforts.

TBARTA is requesting through this Request for Proposal the services of a Service Provider to operate and administer a **TBARTA COMMUTER VANPOOL PROGRAM** using vehicles owned/provided by the Service Provider. The Service Provider will operate and administer a capital lease program, as described herein. As of April 20, 2018, there were a total of 115 vanpool vehicles operating in maximum service.

The Service Provider will provide full administrative services, including group formation and oversight, billing, maintenance, and insurance coverage. In addition, the Service Provider will provide monthly progress reports acceptable to TBARTA which reports will include ridership, miles traveled and other tabulations that can be included in TBARTA's Federal Transit Administration (FTA), National Transit Database Report (NTD) reporting. Therefore, TBARTA requests written proposals from qualified Service Providers who are experienced in marketing, operation and management. TBARTA currently provides

in-kind office space for two personnel, which include computers, phone and utilities. TBARTA reserves the right to relocate, curtail or withdraw this obligation for office space. The costs of administration shall be referenced in the proposal. The purchase of any other items not provided in-kind by TBARTA will require prior written approval by TBARTA.

4.2 TERM OF AGREEMENT

The initial term of this Agreement will be for two years beginning July 1, 2018 and can be renewed for additional three (3) one-year periods at TBARTA's option. The terms and conditions of the Proposal, including specifically proposed user fees, shall be binding and irrevocable for the initial two-year term of the agreement.

4.3 SCOPE OF SERVICE

TBARTA COMMUTER VANPOOL PROGRAM

A vanpool is a group of 6 to 15 employees riding together in a van on their daily commute to and from work, school or training. The vanpool is organized in accordance with the location within which vanpool members live and work. One member of the group volunteers to drive. The driver transports other vanpool participants to and from work picking them up and dropping them off at their residences or a common pick-up area, such as a Park-and-Ride lot. The driver of the vanpool is responsible for keeping the van clean and maintained, collecting passenger fees, and keeping track of mileage. There is a backup driver in case the regular driver goes on vacation, gets sick, or is otherwise unable to drive. The passengers are charged a monthly fee to compensate for vanpool operations, which includes maintenance and insurance.

The program provided by the Service Provider shall consist of management of a vanpool operation, and provision of vehicle leasing services available for operation in the region. The program shall meet, and the proposal shall reflect in detail how the Service Provider intends to meet the following criteria:

- A.** Assist TBARTA in marketing/outreach for the TBARTA Commuter Vanpool Program. TBARTA markets the vanpool program to the general commuting public and through working with public and private employers in the Florida West Coast region of Hillsborough, Pinellas, Pasco, Hernando and Citrus counties. The Marketing/Outreach Department researches companies, creates marketing materials, gives presentations, holds special registration events), and works one-on-one with employers and employees to encourage ridesharing, with vanpools as part of the outreach initiative. Outreach includes promotion through advertising and publicity to attract local commuters. With the TBARTA rideshare matching software, TBARTA can further expand the database, thus increasing the potential for new vanpoolers. The service provider is expected to work with TBARTA in the vanpool marketing and outreach efforts, and to maintain consistency in marketing, branding, and conducting outreach for the TBARTA Commuter Vanpool program.
- B.** Provide the necessary professional and support staff to be in the TBARTA office in the Tampa Bay Area of Florida to administer the program.
- C.** Recommend driver eligibility criteria to TBARTA and manage the driver assessment program. Train drivers in driver safety skills.

- D. Provide commuter vanpool fleet vehicles, complete with TBARTA branding, with a capacity of seven (7), eight (8), ten (10), twelve (12) and/or fifteen (15) passengers. All vehicles must meet minimum Federal requirements and must adhere to the “Buy American” rules for Federally-funded program procurement.
- E. Provide for insurance and timely maintenance of vehicles. The proposal shall include a selection of locations in Hillsborough, Pinellas, Pasco, Hernando and Citrus counties to which drivers can take the vehicles for maintenance and repairs. The Service Provider shall be required to provide maintenance not included in this warranty.
- F. Ensure each vehicle is appropriately branded with approved TBARTA logos, website, telephone number, etc.
- G. Develop fair market value passenger fares to cover maintenance (e.g. scheduled maintenance, unscheduled repairs and tires), towing, insurance (e.g. automobile liability coverage and claims, collision and comprehensive damage repairs), and interest. A fare structure shall be included in the proposal. If, to provide the service requested, the Service Provider requires additional funds above what is collected through the vanpool fares, the amount and the purpose for the additional charge shall be stated in the proposal. The service provider should be able to offer a standard lease rate that can be marketed by TBARTA and others.
- H. Provide monthly reports to TBARTA within fifteen (15) working days of the close of each calendar month. The first report shall be due at the close of the first calendar month for which the contract has been in effect at least six (6) weeks. A final Annual Report shall be submitted to TBARTA by October 15 of each year. These monthly reports are to include all appropriate ridership and mileage figures for NTD reporting.

To Be Included In TBARTA’s Monthly Reports:

- * Recommendations for program improvements.
 - * Employer contacts made during the period and number of employees at each site.
 - * The number of new vanpools established, number of riders in each.
 - * The origins and destinations of vanpools.
 - * The number and location of workshops/presentations and other marketing efforts performed by the Service Provider.
 - * A description of coordination efforts with TBARTA, FDOT, Transit Agencies, TMOs etc.
 - * Other pertinent information relating to establishing and operation of the program.
- I. Obtain and maintain insurance coverage that names TBARTA as additional insured and has limits no less than \$2,000,000 combined single limit Bodily Injury, Property Damage insurance and Uninsured Motorist, with excess liability for each occurrence of \$2,000,000, naming TBARTA as an additional insured, regarding vehicles leased or rented from the Service Provider. Insurance requirements are subject to change, with discussion and approval by all parties. Insurance provided to vanpool drivers and riders will also defend, indemnify and hold them harmless. See section 2.24 of this Request for Proposal for further definitions for amounts and types of Insurance.

- J. Set up contractual agreements with vanpool drivers: 1) where drivers collect riders' fares and 2) where a 3rd party collects the fares from the driver and from lessees.

LEASING PROGRAM

It is necessary that the Service Provider standardize the lease prices for commuter vanpools. Although it is not critical for this proposal, it would be helpful if the Service Provider can standardize the lease prices in other situations to ease the marketing of these leased vans by TBARTA staff.

The leasing program shall meet, and the Proposal shall reflect in detail, how the Service Provider intends to meet the following criteria:

- a. Supply vans that are in excellent condition, and provide back-up vehicles, should the vans have mechanical problems.
- b. Provide for insurance, with a detailed explanation of the range of coverage provided, including scenarios presented in Section 2.23.
- c. Develop fair market values for the lease prices.
- d. Provide monthly reports.
- e. Provide for timely maintenance of vehicles and rapid repair turnaround at a selection of locations in Hillsborough, Pinellas, Pasco, Hernando and Citrus counties, to which a driver can take the vehicles for maintenance and repairs.

4.4 CREDIT REFERENCES

Provide the names, addresses, phone numbers and relation to Proposer, of at least three credit references. One of the references must be from the organization's bank. Credit References must be submitted on the supplied form in attached Appendix H.

4.5 PERFORMANCE HISTORY

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

4.6 LITIGATION

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

4.7 SERVICE REFERENCES

Please describe at least three (3) contracts under which the Proposer has provided similar service. Service References must be submitted on the supplied form in attached Appendix "K".

4.8 FINANCIAL STATEMENTS

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

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

4.9 PROPOSAL CONTENT AND FORMAT

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

- A. Title Page showing the Request for Proposal subject; the Proposer's legal name, address, telephone number, and email of a contact person; and the date of the Proposal.
- B. Table of Contents
- C. Transmittal Letter - A letter of transmittal signed by an authorized Officer of the Proposer stating the Proposer's understanding of the Work to be done, the commitment to perform the Work within the required time period, a statement of why the firm believes itself to be best qualified to perform the engagement, a statement that the Proposal is a firm, binding and irrevocable offer for 120 days from March 25, 2013, and acknowledgement of receipt of all Amendments to this RFP, if any.
- D. Fully executed Offer (Part I hereof)
- E. Detailed Proposal - The Proposal shall follow the order set forth in Paragraphs F, G and H, as follows:
- F. MANDATORY**
 - 1. ABSENCE OF CONFLICT OF INTEREST (A conflict of interest exists if the Proposer's ability to perform the Work required by this RFP for TBARTA is impaired, limited or prevented in any way by other contractual obligations, litigation, or business considerations of any kind)
 - 2. ADHERENCE TO INSTRUCTIONS (Sections 1.4, 1.13, 1.15, 1.22, and 4.9)

G. PROFESSIONAL/TECHNICAL/USER FEE QUALIFICATIONS

1. OPERATIONS – Proposed Approach to Providing Vanpool Services

- a. Description of vans (proposed makes, models and colors)
- b. Insurance coverage and limits
- c. Maintenance facilities and procedures
- d. Maximum and minimum mileage limits for vans used by Proposer
- e. Driver eligibility (age, driving record, etc.)
- f. Driver training
- g. Methodology for group formation
- h. Customer service to groups
- i. Collaboration with local ridesharing groups (TBARTA, FDOT, Transit Agencies, TMOs, etc.)

2. FINANCIAL CAPABILITY OF THE FIRM

- a. Three (3) credit references
- b. Audited financial statements
- c. Unaudited financial statements

3. END USER FEE STRUCTURE

List proposed monthly fees (fares) for Vanpool Groups **assuming for the sake of this Proposal** that the fleet is composed of vehicles of a variety of sizes beginning with a seven (7) passenger caravan type up to fifteen (15) passenger bench style vans. **Proposers must include proposed end-user fees in the format shown below but may also include fees in alternate trip mileage categories and vehicle types, if alternate trip mileage categories and vehicle types comply with all applicable federal law, regulations and rules. Proposers must include complete data and analysis which support each proposed end-user fee (current configuration and proposed July 2015 configuration) using separate worksheets, print-outs or other format.**

Current Vanpool Configuration

For purposes of estimating an end-user fee, Proposers shall provide their estimate for the number of vans they anticipate being in service for TBARTA for each vehicle type and provide an estimated fee for each mileage category.

<u>Average Monthly Miles</u>	<u>7 Passenger Monthly Fare</u>	<u>8 Passenger Monthly Fare</u>	<u>10 Passenger Monthly Fare</u>
500-1000	\$	\$	\$
1001-2000	\$	\$	\$
2001-3000	\$	\$	\$
3001 +	\$	\$	\$

<u>Average Monthly Miles</u>	<u>12 Passenger Monthly Fare</u>	<u>15 Passenger Monthly Fare</u>
500-1000	\$	\$
1001-2000	\$	\$
2001-3000	\$	\$
3001 +	\$	\$

4. EXPERIENCE AND REPUTATION OF THE FIRM IN PROVIDING VANPOOL SERVICES

- a. Overview of the firm, including ownership, org chart
- b. History of the firm
- c. Key personnel
- d. Firm's relevant experience
- e. Three references
- f. Failures to complete a contract
- g. Pending litigation

5. ADMINISTRATION

- a. Reporting (Appendix "P")
- b. Contracts, leases
- c. Experience in staffing an office
- d. Person(s) assigned to work in TBARTA's office, their experience and percentage of their time devoted to this contact

6. INNOVATIVE MARKETING AND PROGRAM IDEAS

- a. Ideas for expanding commuter vanpools
- b. Ideas for increasing company programs
- c. Ideas for outreach/education

H. ADDITIONAL MATERIALS

- a. Include Parts V, VI, VII, and all Appendices **except** "A", "F" and "O".

4.10 EVALUATION PROCEDURES

A. RESPONSIVENESS DETERMINATION

TBARTA's Executive Director will review all Proposals in order to determine if they meet the Mandatory Elements as identified in Item No. A of the Evaluation Criteria (Section 1.17) and will notify the Proposers of his determination in accordance with the Scheduled Dates (Section 1.23).

B. PROPOSAL REVIEW COMMITTEE

Following the Executive Director's determination of responsiveness, Proposals will be evaluated

by the Proposal Review Committee, constituted as set forth in Section 1.16, in accordance with the Professional/Technical/User Fee Qualifications as identified in Item No. B of the Evaluation Criteria (section 1.17)

C. REVIEW OF PROPOSALS

The Proposal Review Committee will evaluate the Proposals and assign scores based on the criteria and scoring identified in Item No. B of the Evaluation Criteria (Section 1.17). Each member of the Proposal Review Committee will first score each Proposal, and the full Proposal Review Committee will convene to review and discuss these evaluations, finalize individual scores, and combine the individual scores to arrive at a combined professional/technical/cost score for each Proposal. **See 1.17 for Evaluation Criteria.**

D. CLARIFICATIONS/DISCUSSIONS

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

E. FINAL SELECTION

The Proposal Review Committee will make its recommendation to the TBARTA Governing Board stating the reasons therefore. The Chairman of the Board will submit a recommendation to the TBARTA Governing Board. The TBARTA Governing Board may either approve the recommended award or reject the recommended award, or further direct the Chairman of the Board as may be appropriate.

PART IV - PROPOSAL AWARD

By execution below TBARTA accepts the Offer as indicated herein:

Request for Proposal on: **TBARTA REGIONAL COMMUTER VANPOOL PROGRAM** (also known as TBARTA Commuter Vanpool Program)

RFP Number: TBARTA-2018-01

Dated: _____, 2018.

Awarded to: _____
(Firm)

(Address)

(City, State, Zip)

Chairman of the Board

Attest: _____
(SEAL)

Date of Award: _____

FDOT concurrence to award:

FDOT REPRESENTATIVE

DATE

PART V - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

ALL COMPLETED FORMS WILL BE SUBMITTED TO:

ATTN: Susan Ebner, Office and Financial Administrator
Tampa Bay Area Regional Transit Authority
4305 W. Cypress St., Suite 700
Tampa FL 33607

PART I – BACKGROUND

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

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

Project Description: _____

RFP Number: _____

Name of Prime Proposer: _____

Address: _____

Telephone number () _____

Fax number () _____

Email address: _____

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

Name of Certifying Agency _____

Age of the Bidder's firm _____ Years _____ Months

Annual gross receipts of the firm _____

DOCUMENTATION OF GOOD FAITH EFFORTS

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

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

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

Name of Proposer's firm: _____

By:

(Signature)

Title

PART II – DOCUMENTATION OF GOOD FAITH EFFORTS

FORM 2: LETTER OF INTENT

Name of Proposer's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of certified DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

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

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

The estimated dollar value of this work is \$_____.

Affirmation

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

By _____
(Signature) (Title)

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

(Submit this page for each certified DBE subcontractor.)

PART VI - EQUAL EMPLOYMENT OPPORTUNITY
STATEMENT OF CERTIFICATION

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

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

Please sign below certifying your acceptance of all the above.

DATE: _____

NAME: _____

TITLE: _____

PROPOSER: _____

ADDRESS: _____

PART VII - CONTRACTOR'S STATEMENT ON SUBCONTRACTORS

1. There are NO subcontractors 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 subcontractors 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 qualified DBE/WBE subcontractors listed below.

A. Name of Firm: _____

Address: _____

Contact Person: _____ Tele. #: _____

B. Name of Firm: _____

Address: _____

Contact Person: _____ Tele. #: _____

C. Name of Firm: _____

Address: _____

Contact Person: _____ Tele. #: _____

D. Name of Firm: _____

Address: _____

Contact Person: _____ Tele. #: _____

E. Name of Firm: _____

Address: _____

Contact Person: _____ Tele. #: _____

Authorized Signee: _____

Printed Name: _____ Date: _____

Title: _____ For (Company): _____

APPENDIX A

WRITTEN QUESTION AND/OR REQUEST FOR CHANGE/CLARIFICATION FORM

ITEM #

Proposer Name: _____

Date: _____

RFP Page & Paragraph: _____

Question/Request: _____

APPENDIX B - PROPOSER GUARANTEES

The Proposer certifies it can and will provide and make available, at a minimum, all services set forth in Part III, Technical Specifications.

Signature of Official: _____

Name (typed): _____

Title: _____

Proposer: _____

Date: _____

APPENDIX C - PROPOSER WARRANTIES

Proposer warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-state of Florida) corporations.

Proposer warrants that all information provided by it in connection with this Proposal is true and accurate.

Proposer has included a copy of its standards warranty and warranties of all manufacturers of components supplied under this contract as required by Section 2.25

Signature of Official: _____

Name (typed): _____

Title: _____

Proposer: _____

State of Incorporation: _____

Date: _____

APPENDIX D - CERTIFICATION OF RESTRICTIONS ON LOBBYING

I hereby certify on behalf of _____ to the best of my knowledge and belief, that:

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

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

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

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

The 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. § 3801, et. seq., apply to this certification and disclosure, if any.

Executed this ___ day of _____, 2018.

By _____
(Signature of authorized official)

(Title of authorized official)

APPENDIX D - CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

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

APPENDIX D – INSTRUCTIONS FOR COMPLETION DISCLOSURE OF LOBBYING ACTIVITIES

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

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

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

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

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

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

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

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

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

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

Signature and Title of Authorized Official

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

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

Signature of Applicant's Attorney

Date

APPENDIX E - PROPOSER CHECK LIST

IMPORTANT

THIS CHECK LIST IS PROVIDED TO ASSIST THE PROPOSER IN SUBMITTING A TOTALLY RESPONSIVE PROPOSAL. **FAILURE TO PROVIDE ALL INFORMATION REQUIRED IN THE PROPOSAL AS WELL AS IN THIS CHECK LIST MAY SUBJECT YOUR PROPOSAL TO REJECTION.**

CHECK OFF EACH OF THE FOLLOWING:

- PART 1 - OFFER IS COMPLETED AND SIGNED. (IF APPLICABLE)
- SECTION TITLED PROPOSAL FORMAT HAS BEEN FOLLOWED. (Section 4.9)
- SECTION TITLED PROPOSAL REQUIREMENTS (INCLUDING PROPOSAL PACKAGE REQUIREMENTS) HAS BEEN FOLLOWED. (Section 1.4)
- PART V - DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION APPLICATION HAS BEEN COMPLETED
- PART VI - EQUAL EMPLOYMENT OPPORTUNITY STATEMENT OF CERTIFICATION HAS BEEN COMPLETED.
- PART VII – PROPOSER’S STATEMENT ON SUBCONTRACTORS HAS BEEN COMPLETED.
- REQUEST FOR CHANGE FORM (APPENDIX A) HAS BEEN COMPLETED AND RETURNED AT AN EARLIER DATE. (IF APPLICABLE)
- PROPOSAL GUARANTEES FORM (APPENDIX B) HAS BEEN COMPLETED
- PROPOSER WARRANTIES FORM (APPENDIX C) HAVE BEEN COMPLETED.
- SECTION TITLED INSURANCE STANDARD CERTIFICATE OF INSURANCE IS COMPLETED AS INSTRUCTED AND IS INCLUDED. (See APPENDIX G)
- CERTIFICATION OF RESTRICTIONS ON LOBBYING AND RELATED FORMS (APPENDIX D) HAVE BEEN COMPLETED BY PRIMARY PARTICIPANT AND ALL LOWER-TIER PARTICIPANTS IN RECEIPT OF \$100,000 OR MORE OF FEDERAL FUNDS.
- CERTIFICATION OF PRIMARY PARTICIPANT (APPENDIX E) HAS BEEN COMPLETED.
- CREDIT REFERENCES ARE PROVIDED (APPENDIX H)
- PERFORMANCE HISTORY (APPENDIX I) HAS BEEN COMPLETED.
- LITIGATION INFORMATION (APPENDIX J) HAS BEEN PROVIDED
- SERVICE REFERENCES (APPENDIX K) HAVE BEEN PROVIDED
- FINANCIAL STATEMENTS/INFORMATION HAS BEEN PROVIDED (See APPENDIX L and Section 4.9)
- BUY AMERICA CERTIFICATION (APPENDIX M) HAS BEEN COMPLETED.
- ADDRESS ALL AREAS INDICATED IN THE EVALUATION CRITERIA OF THE PROPOSAL (Section 1.17) AND INCLUDE ANY INFORMATION REQUESTED WITHIN PART III TECHNICAL SPECIFICATIONS.
- PROPOSED END-USER FEE STRUCTURES HAVE BEEN REVIEWED FOR ACCURACY
- PROPOSAL MUST BE MAILED OR DELIVERED IN TIME TO BE RECEIVED NO LATER THAN THE DESIGNATED OPENING DATE AND TIME. OTHERWISE THE PROPOSAL WILL NOT BE CONSIDERED. (IF APPLICABLE)

NOTE: THIS CHECK LIST NEED NOT BE RETURNED.

APPENDIX G - INSURANCE CERTIFICATE INSTRUCTIONS

INSTRUCTIONS TO CONTRACTOR ON COMPLETING THE REQUIRED CERTIFICATE OF INSURANCE

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

APPENDIX H CREDIT REFERENCES

Provide in the following format, the names, addresses, phone numbers and relation to Proposer, of at least three (3) credit references. One of the references must be from the organizations bank. Please use additional copies of this form to provide any further information.

Name:
Organization:
Address:
Phone:
Email:
Relationship to the Proposer: **BANK**

Name:
Organization:
Address:
Phone:
Email:
Relationship to the Proposer:

Name:
Organization:
Address:
Phone:
Email:
Relationship to the Proposer:

Name:
Organization:
Address:
Phone:
Email:
Relationship to the Proposer:

Date: _____
(Proposer Name)

By: _____
(Signature)

Title: _____

APPENDIX I- PERFORMANCE HISTORY

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

Date: _____
_____ (Proposer Name)

By: _____
(Signature)

Title: _____

APPENDIX J- LITIGATION

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

Date: _____
_____ (Proposer Name)

By: _____
(Signature)

Title: _____

APPENDIX K- SERVICE REFERENCES

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

Date: _____
_____ (Proposer Name)

By: _____
(Signature)

Title: _____

APPENDIX L - FINANCIAL STATEMENTS

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

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

Date: _____
_____ (Proposer Name)

By: _____
(Signature)

Title: _____

APPENDIX M - BUY AMERICA CERTIFICATION

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

The Proposer 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 _____

Proposer Name _____

Title _____

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

The Proposer 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 _____

Proposer Name _____

Title _____

APPENDIX N- CONFLICT OF INTEREST

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

Date: _____
_____ (Proposer Name)

By: _____
(Signature)

Title: _____

APPENDIX O – NATIONAL TRANSIT DATABASE (NTD) REPORT REQUIREMENTS

MONTHLY REPORTS

National Transit Database

The service provider will submit to TBARTA on a monthly basis and no later than the 15th of each month (If the 15th falls on a Saturday or Sunday, the report is due on the next Monday) information pertaining to the NTD requirements including (See Attachment – log sheet):

For each van pool

- Van number
- Revenue Hours
- Revenue Miles
- Ridership by Date
- # of accidents in which more than \$1000 property damage occurs
- Incidents involving personal injury requiring medical treatment
- Fatalities
- Gallons of fuel purchased

Non-NTD Reports

For the van pool system

- New van pools established including origin, destination, van number, number of riders
- Van pools removed including origin, destination, and van number
- Vans retired including van number and replacement van number

Should FTA or NTD request revisions or explanations for any portion of the annual NTD report, the service provider will provide data for follow-up in a timely manner, at least five (5) days prior to the FTA or NTD deadline. If data is not provided in a timely manner or is inaccurate, the service provider will reimburse TBARTA for any costs associated with compiling the data.

ANNUAL REPORTS

National Transit Database

The service provider will submit to TBARTA no later than December 31 (if December 31 is a Saturday or Sunday report is due January 2) information or completed NTD worksheets pertaining to the NTD form requirements including:

F-10 Source of Funds

F-30 Operating Expenses including:

- Administrative cost
- Maintenance cost
- Operating cost
- Total annual fuel purchases in gallons and type

A-10 Maintenance Facilities

A-30 Revenue Vehicle Inventory