

# **REQUEST FOR PROPOSALS**

**FOR**

**WEBSITE DESIGN, CREATION AND MAINTENANCE**

**RFP 19-01A**

**ISSUED: SEPTEMBER 26, 2019**

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## Introduction

COAST is soliciting proposals for the design and creation of a new website for the Alliance for Community Transportation. The intent is to contract with one firm to provide all necessary conceptualization, design, and implementation for COAST. Additionally, COAST is looking to enter into a two (2) year contract with up to three (3) optional one (1) year extensions for continuing maintenance and service of the website.

# 1 Overview

## 1.1 Organization Overview

The Cooperative Alliance for Seacoast Transportation (COAST) was established as a private non-profit organization in 1981 and further defined as an independent public body of the State of New Hampshire by NH RSA 239 in 1985. COAST's mission is to "champion and provide customer-focused public transportation with a commitment to excellence in safety and service." The organization is overseen by a Board of Directors, currently comprised of 13 seated members.

COAST is the fiscal sponsor and lead agency for the Southeast NH Regional Coordination Council for Community Transportation, also known as the Alliance for Community Transportation (ACT). ACT is comprised of social service agencies, planning commissions, transportation providers, and health care providers. Its mission is to facilitate the implementation of coordinated community transportation and encourage the development of improved and expanded regional community transportation services. ACT is funded through a combination of federal grants through the USDOT's Federal Transit Administration (FTA), state contracts, and private grant funds. The annual operating budget is just over \$500,000.

## 1.2 Project Overview

As an important tool for helping older adults and individuals with disabilities find transportation resources in the Seacoast, ACT needs a website that is attractive, informative, and easy to use. ACT's current website, while functional, is not client-focused enough and is visually dated.

The new website should be centered on TripLink, the regional transportation call center operated under ACT's auspices. TripLink provides information & referral services for callers in need of transportation and also serves as the contracted call center for multiple transportation providers. The site needs to help vulnerable clients, their adult children, or social workers using the site on their behalf, to find and access the transportation services for which they are eligible.

The website should also provide information on the origin of ACT, its interagency work, meeting schedule, and other details that are more likely to be of interest to other agencies and service providers than to potential transportation clients.

ACT's website currently includes a searchable Community Transportation Directory database which needs improvements in both functionality and user interface. The Directory is updated annually, and on an ad hoc basis, and needs an improved process for performing these updates. The Directory also needs to be easily exported in Excel or csv format.

The consultant will develop a new tool that will allow potential clients to apply for multiple transportation services across the region, and operated by multiple agencies, at once. The consultant and ACT will work collaboratively to design a tool that meets the varied needs and sophistication levels

of the public and properly responds to any HIPAA issues that may arise. Please see Section 2.1 for ACT's current website usage analytics.

## 1.3 Project Contact

Questions about the project may be directed to:

Jeff Donald, Community Transportation Manager  
COAST  
42 Sumner Drive  
Dover, NH 03820  
603-743-5777 Ext. 120  
info@communityrides.org

## 1.4 Scope

This project is divided into four tasks: Information Architecture, Design, Development, and Maintenance.

### 1.4.1 Task 1: Information Architecture

Work with COAST staff to develop a sitemap and navigation focusing on content, structure, and organization. Considerations should be made in terms of how to make the website the most user-friendly for various types of users, including existing and potential riders, the general public, stakeholders, vendors, and consultants.

The main goals and objectives of this task are:

1. Define a hierarchy of content and provide a more intuitive navigation structure, including homepage content, so that users can quickly and easily find the information they need
2. Reduce or eliminate duplicative information and extraneous content
3. Fill in any gaps in information

COAST staff will approve the sitemap prior to moving forward. This process should allow sufficient time for COAST to solicit input from partner agencies.

### 1.4.2 Task 2: Design

The design of the website should reflect the ACT brand and the hierarchy of content established by the new information architecture. The new website should carry forward ACT's current branding elements.

Based on discussions with COAST staff and industry best practices, develop up to three redesign concepts for the communityrides.org home page and Community Transportation Directory. This should also include a style guide that specifies the color palette, typography, icons, and other elements that would be used throughout the site. (NOTE: COAST reserves the right to provide feedback on the initial designs and require edits to ensure we move forward with the best design.) **Older adults and individuals with disabilities are a target audience and the site design should prioritize ease of use and universal accessibility.**

Design to include a searchable Community Transportation Directory. The Directory lists between 65 and 80 transportation programs that operate within the region. The Directory can be filtered on a number of criteria and must present the results in an easily digestible format. Each listing in the Directory will be easily sharable.

The Directory is updated annually and on an ad hoc basis by COAST staff. Transportation Provider listings in the Directory include text, logos, and pdf files. Text data in the directory will be exported as an Excel or csv file.

Design to include a multi-service application. The online form will streamline the process of applying for eligibility-restricted demand response transportation services operated throughout the region and by multiple providers. Clients will be able to complete a single application and provide evidence of their eligibility. When required, transmission of documents to establish eligibility due to age and/or a disability must meet HIPAA requirements. The form should be responsive and only ask users to submit information which is required for services for which they will likely be eligible. Eligibility is primarily based on town of residence, age, or disability. The form will accommodate users who will fully complete the application online and others who will provide personal information via the form and submit accompanying documents by mail. The form be available for download or print as well.

COAST staff will agree on one of the proposed design concepts to be used as the template for the redesign of the remainder of the website. Based on the chosen template, develop redesigns for secondary level pages as identified in the sitemap. COAST staff will approve the design templates prior to moving forward. The design process should allow sufficient time for COAST to solicit input from typical end users such as seniors, individuals with disabilities, social workers, and hospital staff.

### 1.4.3 Task 3: Development

Provide recommendations for a content management system based on the selected design and desired functionality. The consultant will discuss with COAST staff the ability for the recommended CMS to accommodate the features outlined below.

Required CMS features include:

- Core functionality – creating, editing, deleting, versioning, organizing pages
- WYSIWYG editor – draft, review, publish, scheduling, versioning, font characteristics
- Asset management – data, image, and video files
- Search – thoroughness (page content and files), speed, display
- Customization – news stories, alerts, calendar of events, web forms, social media
- Roles and permissions – multi - user login, multiple roles, management of user permissions
- Accessibility – variable text size, multilingual, color contrast
- Mobile-friendly – updates made in CMS should push to main and mobile sites simultaneously
- Full testing and rollback functionality – CMS must provide the ability to test and verify changes before pushing them live to website
- Open Non-Proprietary Architecture – CMS must remain fully functional, serviceable, and updateable after the end of the maintenance contract. Special note must be taken that due to federal funding requirements, website maintenance services will go out for a competitive bid process at the end of the signed and/or extended contract period.

The CMS should also allow for integration of the following tools and applications:

- Community Transportation Directory
- Multi-service Application
- Social media

The website must be compatible with standard web browsers, including Microsoft Edge, Internet Explorer, Safari, Firefox, and Chrome. The website must also be mobile-friendly and compliant with Americans with Disabilities (ADA) regulations.

After approval by COAST staff, the consultant will develop or deploy the recommended CMS and develop appropriate templates and style sheets to be used as the framework for the remainder of the website. COAST staff will work with the consultant to create the individual pages using the templates, transfer existing content, and populate new content.

#### 1.4.4 Task 4: Implementation and Maintenance

- Migration
  - Facilitate migration from our current website to the new website
    - Content
      - Updated
      - New
- Hosting
  - We anticipate that COAST will maintain its current hosting provider.
- Ongoing Maintenance
  - Maintain the integrity of all elements of the site against spam, hackers, viruses and electronic attacks, including ecommerce
  - Routine CMS, security and plug-in updates
  - Routine ADA compliance checks and updates
  - Responsive design and browser compatibility checks on any updates
  - Pro-actively suggest updates or efficiencies
  - Production of a monthly Google Analytics report, which will note the main website traffic trends
  - Production of a bi-annual SEO (search engine optimization) report that will review the state of the website's ranking on major search engines
  - Training of COAST staff on how to use the website CMS (content management system) when required.
  - Attend to technical functionality changes and modifications requested by the client
  - Make modifications to the site to enhance the SEO of the website
  - Limited uploading of content or data input support should the client need assistance/training and telephonic support where required



## 2. COAST Website Resources

### 2.1 Recent Usage Statistics

	6 Month Total	Jan-2019	Feb-2019	Mar-2019	Apr-2019	May-2019	Jun-2019
Sessions	2,237	341	383	358	393	473	289
Desktop	68.44%	65.95%	74.93%	58.38%	68.45%	75.69%	63.32%
Mobile	26.33%	27.27%	20.63%	33.24%	26.21%	21.56%	32.18%
Tablet	5.23%	6.74%	4.44%	8.38%	5.34%	2.75%	4.5%
% Bounce Rate	56.95%	50.44%	62.40%	51.68%	58.27%	65.96%	47.4%
Pages/Session	2.90	3.31	2.31	3.47	2.72	2.51	3.38
Avg. Duration	01:56	02:31	01:20	02:12	01:53	01:24	02:42

### 2.2 Conceptual Site Map

- Using TripLink
  - Contact Us
  - Who's Eligible?
  - TripLink Partners
  - Universal Service Application
  
- Directory
  - Explanation of Directory/Types of Transportation Services
  - Searchable Directory
  - Static Directory
  - Universal Service Application
  
- Resources
  - Travel Training - explanation and upcoming dates
  - COAST Trip Planner
  - Links
  
- ACT
  - Mission & Members & RCC/SCC info, Map & Meeting Schedule & Minutes (COAST's setup is good)
  - Org Docs & Coordinated Plan
  - Press Releases
  - Volunteer

## 3. Proposal Requirements

### 3.1 Bidder Communications and Requests

All correspondence, communication and/or contact in regard to any aspect of this solicitation or offers until the contract award shall be with the COAST Contact identified in the previous section. Prospective proposers and their representatives shall not make any contact with or communicate with any members of COAST outside of the Project Contact.

If it should appear to a prospective proposer that the performance of the work under the contract, or any of the matters relating thereto, is not sufficiently described or explained in the solicitation, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, or local law, ordinance, rule, regulation, or other standard or requirement, then the proposer shall submit a written request for clarification to COAST.

COAST will allow proposers to submit questions or requests for clarification no later than 2:00 pm on October 16, 2019. COAST shall provide said questions and their responses to all known interested potential bidders and post them on COAST's website [coastbus.org](http://coastbus.org).

Proposals will be received at the office of COAST until 4:00 PM (EDT), on Friday, November 15, 2019. Address all proposals to the Project Contact as listed in Section 1.3.

### 3.2 Qualifications

The Contractor selected for this project must have documented experience in Website Design, Development and Maintenance. Evidence of prior experience in this area is to be provided as part of the proposal for the project in the form a portfolio and of contacts from agencies that have and currently use the proposer's services.

### 3.3 Proposal Timeline

Procurement Timetable	Date
RFP Issued	September 23, 2019
Questions and Clarifications Submitted	October 16, 2019 by 2:00 p.m.
Proposals Due	Friday, November 15, 2019 by 4:00 p.m.
Discussions/Clarifications	Week of December 2nd
Approval	December 20, 2019
Contract Execution	December 23, 2019
Information Architecture Approval	February 21, 2020
Design Approval	April 3, 2020
Development Completion	July 17, 2020
Implementation Complete and Maintenance Initiated	July 22, 2020

It is the sole responsibility of the proposer to ensure that his/her proposal is received in its entirety at the address listed above before the time listed. Proposals received late or at the wrong location will be filed unopened in the bid file and will not be considered.

### 3.4 Submission Requirements

Please submit a proposal no longer than 30 pages in length, not including appendices.

Proposals must be received before 4:00 pm on Friday, November 15, 2019. If delivered by hand, please deliver to COAST's Administrative Offices, located at 6 Sumner Drive, Dover, NH. Late submission will not be accepted.

Please address proposals to the Project Contact as listed in Section 1.3.

By submitting a proposal, the proposer certifies that it has fully read and understands the RFP, has full knowledge of the scope of work to be provided, and accepts the terms and conditions under which the services are to be performed.

COAST reserves the right to interview some, all, or none of the proposers responding to this RFP based solely on its judgment as to the proposer's proposal and capabilities. COAST reserves the right to request and consider additional information from proposers and to reject any and all submittals on any basis without disclosing the reason.

Proposals may be modified or withdrawn by an authorized representative of the vendor or by formal written notice prior to the final due date and time specified for proposal submission. After the proposal submission deadline, all proposer's initial proposals must remain firm for a minimum of 60 days. Initial proposals may not be withdrawn or modified during this time.

In order to fully respond to this RFP, each proposal must include the following:

- A Project Plan addressing all points of Tasks 1-4, describing the process, timeline, and finished product in detail.
- Portfolio of similar or related designs and maintenance agreements from the last five (5) years.
- Reference contacts from clients that have used Proposer's Design and/or Development services within the past five (5) years. These should be from contracts of similar agency size, project scope and specifications. Minimum of three (3)
- Reference contacts from Proposer's current clients using the proposed hosting and maintenance services. These should be from contracts of similar agency size, project scope and specifications. Minimum of three (3). May be the same references as Design and/or Development Services references.
- List of staff responsible for the project (provide curriculum vitae), including a designated project manager.
- Full pricing structure, itemized as listed in Section 5.
- Any timeline adjustments needed.
- Requirements, if any, for COAST bandwidth to the Internet necessary to support reasonable performance of website maintenance tools.
- List of any additional software, licenses, or system specifications required in order to have full functionality of Proposer's services. If another software or license is required, list its name, a brief description, what specifications are required, if the cost of that software or license is included in your proposal, or if it needs to be purchased and maintained separately by COAST.
- One (1) complete copy of the proposal and one (1) electronic copy.

- All FTA required sign-offs and forms, supplied in Section 6

Note: A proposal missing any component of the deliverables listed above may be disqualified or have points deducted in the evaluation process.

### 3.5 Proposal Costs

COAST is requesting that Proposers submit Firm Fixed Price proposals good for a minimum of 60 days.

Full pricing structure, including all costs, must be detailed and itemized as listed in the form in Section 5.

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by COAST to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by COAST, or for participating in any selection interviews.

### 3.6 Cancellation of Solicitation

COAST reserves the right to cancel and/or modify the solicitation with appropriate notice, without penalty, and at its sole discretion.

### 3.7 Discussions/Clarifications & Requests for Best and Final Offer

COAST will exercise its right to hold discussions for clarifications with all Proposers in the competitive range. At such time, negotiations and bargaining may be made that do not result in substantive changes to the RFP criteria. At which time, the offeror will have an opportunity to revise or modify his/her proposal. The discussions and negotiations may initially be written or oral, with appropriate documentation following the discussions. Strict confidentiality in such cases will be maintained. Emphasis will be made known to the Proposer that the name and number of proposals received is not normally considered a public record and need not be released to competitors or the public at large.

A best and final offer (BAFO) may be requested from each Proposer in the competitive range at the conclusion of discussions (negotiations) with those Proposers. If a Proposer does not respond to the request, COAST may consider the most recent proposal to be the best and final offer. The request for best and final offer will include:

- (1) Specific notice that discussions are concluded;
- (2) Notice that this is the opportunity for the Proposer to submit a best and final offer;
- (3) A definite, common cutoff date and time that allows a reasonable opportunity for the preparation and submission of the best and final offer; and
- (4) Notice that the final proposal must be received at the place designated by the time and date set in the request and is subject to any provisions dealing with the submissions, modifications, and withdrawals of proposals set forth in the solicitation.

Following receipt of the best and final offers, officials of COAST will evaluate them in accordance with the terms of the solicitation and recommend award in accordance with those terms. COAST will make every attempt to submit only one request for best and final offer, however, in the event additional technical or price/cost related issues surface as a result of the Proposers’ final submissions or other factors that preclude a reasonable justification for contractor selection and award, COAST may submit a request for subsequent best and final offers, as it may be clearly in the best interest of COAST.

### 3.8 Evaluation of Proposals

The award will be made to the responsible (as required by 49 U.S.C. Section 5325) and responsive Proposer whose proposal is most advantageous to COAST using the list of weighted criteria. COAST may reject any and all proposals.

Criteria	Weighting
Price	30%
Project Plan	30%
Portfolio	20%
References	20%

### 3.9 Protest Procedures

COAST is committed to fairness and compliance with Federal and State regulations regarding procurement. In the case that any proposer feels that they were treated unfairly, COAST will follow the Protest Procedures as described in Appendix A of its Procurement Manual.

A copy of these procedures can be obtained upon request through the Project Contact (1.3), via email, by mail or in person at our offices at 6 Sumner Drive, Dover NH 03820. They may also be found at [www.coastbus.org/opportunities/doing-business-with-coast/opportunities](http://www.coastbus.org/opportunities/doing-business-with-coast/opportunities).

## 4. General Terms

### 4.1 Proposal Terms and Conditions

COAST projects are supported by funds from the Federal Transit Administration (FTA), under the US DOT, thus the procedures for awarding this project will follow the guidelines identified in FTA Circular 4220.1F. Payment terms must be provided with the proposal. COAST will have up to thirty (30) days to make final payment upon completion of each phase and/or the completion of the scope of work by the Contractor.

### 4.2 Contractual Obligations

The successful contractor will be required to enter into a written agreement with COAST in which the contractor will undertake certain obligations. Contractual obligations will include, but are not limited to, the following:

- Inclusion of Proposal - The proposal submitted in response to this RFP will be incorporated as part of the final contract with the selected vendor.

- Indemnification - The successful vendor shall defend, indemnify and hold harmless COAST, its agents, officers and employees ("COAST Indemnitee"), from and against any and all claims, actions, proceedings, liabilities, obligations, losses, damages, costs or expenses (including reasonable attorneys' fees) incurred by any COAST Indemnitee to the extent (1) relating to death or injury to any person or damage to any property and (2) resulting from, or arising out of or in connection with, (a) any breach or failure to perform by successful vendor of any covenant, agreement, representation or warranty made by successful vendor in this Agreement or (b) any act or omission constituting negligence or willful misconduct by successful vendor or any of its subcontractors, directors, officers, employees or agents during the performance of successful vendor 's obligations under this Agreement except in cases where death or injury to any person or damage to any property is caused through the sole negligence or willful misconduct by COAST.

In addition, and regardless of respective fault, successful vendor shall defend, indemnify and hold harmless the COAST Indemnitee for any costs, expenses and liabilities arising out of a claim, charge or determination that successful vendor 's officers, employees, contractors or agents are employees of the COAST Indemnitee, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation and/or any other similar obligation associated with an employment relationship.

- Insurance - The successful vendor shall maintain and shall require any of its subcontractors to maintain general aggregate liability insurance with limits of not less than \$1,000,000 per occurrence and workers' compensation coverage to NH statutory limits. Proof of coverage will be required.
- Costs - All costs are to be stated in exact amounts. All costs must be detailed specifically in the vendor cost summary section (Appendix A) of the proposal; no additional charges (e.g. for sales tax, transportation, container packing, installation, training, out-of-pocket expenses, etc.) will be allowed unless so specified in the proposal.
- Federal Requirements – The contractor shall agree to comply with the pertinent Federal laws and regulations that are identified in the FTA Circular 4220.1F.

## 4.3 Required Contract Clauses and Other Certifications

### 4.3.1 Buy America Requirements

*49 U.S.C. 5323(j)*

*49 CFR Part 661*

**Buy America** - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

#### 4.3.2 Fly America Requirements

49 U.S.C. § 40118<sup>(SEP)</sup>  
41 CFR Part 301-10

##### **Fly America Requirements**

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

#### 4.3.3 Energy Conservation Requirements

42 U.S.C. 6321 *et seq.*  
49 CFR Part 18

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

#### 4.3.4 Clean Water Requirements

33 U.S.C. 1251

**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 the Purchaser and understands and agrees that the Purchaser 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.

#### 4.3.5 Clean Air

42 U.S.C. 7401 *et seq.*  
40 CFR 15.61  
49 CFR Part 18

**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 the Purchaser and understands and agrees that the Purchaser 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.

#### 4.3.6 Lobbying

*31 U.S.C. 1352*

*49 CFR Part 19*

*49 CFR Part 20*

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### 4.3.7 Access to Records and Reports

*49 U.S.C. 5325*

*18 CFR 18.36 (i)*

*49 CFR 633.17*

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial



assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

7. FTA does not require the inclusion of these requirements in subcontracts.

**Requirements for Access to Records and Reports by Types of Contract**

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

\$100,000/Capital Projects	competitive award		funded thru <sup>2</sup> 5307/5309/5311	competitive award	competitive award	competitive award
<b>II <u>Non State Grantees</u></b>						
a. Contracts below SAT (\$100,000)	Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes <sup>3</sup>		Yes	Yes	Yes	Yes

Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)

<sup>2</sup> 49 CFR 633.17

<sup>3</sup> 18 CFR 18.36 (i)

### 4.3.8 Federal Changes

#### 49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### 4.3.9 No Government Obligation to Third Parties

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

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

### 4.3.10 Program Fraud and False or Fraudulent Statement and Related Acts

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part

31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

#### 4.3.11 Termination

##### *49 U.S.C. Part 18*

**a. Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

**c. Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure

the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

**e. Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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

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

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

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

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

#### 4.3.12 Breaches and Dispute Resolution

49 CFR Part 18<sup>SEP</sup> FTA Circular 4220.1E

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### 4.3.13 Government-Wide Debarment and Suspension (Nonprocurement)

49 CFR Part 29

Executive Order 12549

#### Instructions for Certification

**1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below .**

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, (Recipient) may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to (Recipient) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by (Recipient).

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (Recipient) may pursue available remedies including suspension and/or debarment.

#### 4.3.14 Civil Rights Requirements

*29 U.S.C. § 623, 42 U.S.C. § 2000*

*42 U.S.C. § 6102, 42 U.S.C. § 12112*

*42 U.S.C. § 12132, 49 U.S.C. § 5332*

*29 CFR Part 1630, 41 CFR Parts 60 et seq.*

The following requirements apply to the underlying contract:

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

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

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

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

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

#### 4.3.15 Disadvantaged Business Enterprise (DBE)

##### 49 CFR Part 26

1. The Federal Fiscal Year goal has been set by COAST in an attempt to match projected procurements with available qualified disadvantaged businesses. COAST goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by COAST as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, and are considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the Contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, COAST may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

(a) Policy - It is the policy of the Department of Transportation and COAST that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of any? a? Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of COAST to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the Contractor's procurement activities are encouraged.

(b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, COAST may declare the contractor noncompliant and in breach of contract.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with COAST's DBE program. These records and documents will be made



available at reasonable times and places for inspection by any authorized representative of COAST and will be submitted to COAST upon request.

(e) COAST will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- \* Identification of qualified DBE
- \* Available listing of Minority Assistance Agencies
- \* Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

(a) Disadvantaged business "means a small business concern":

- i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; or
- iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
- iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

(b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

(c) "Socially and economically disadvantaged individuals". As defined by section 8(a)(5) and 8(a)(6A) of the Small Business Act, socially disadvantaged individuals means those who have subjected to racial or ethnic prejudice or cultural bias because of their identity as a members of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.

- i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
- ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

- iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
- v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

#### 4.3.16 Prompt Payment

49 CFR §26.29

##### **Prompt Payment to Subcontractors**

1. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than five (5) business days after the Contractor has received payment from the Authority.
2. In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than fourteen (14) business days after the Subcontractor has, in the opinion of the VP Construction, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the COAST Project Contact.
4. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
5. COAST will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with COAST of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit, (form to be provided by COAST) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with COAST, except for the first payment request, on every contract with the Authority. (See below for *Prompt Payment Affidavit* developed by COAST).
6. Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

##### **Reporting Requirements During the Term of the Contract**

1. The bidder shall, within five (5) business days of contract award, or prior to any work being performed, execute formal subcontracts or purchase orders with the DBE firms included in the bid. These written agreements shall be made available to the COAST DBE Program Manager, upon request. All contracts

between the bidder and its subcontractors must contain a prompt payment clause as set forth in Section VIII herein.

2. During the term of annual contracts, the bidder shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to the COAST. The frequency with which these reports are to be submitted will be determined by the COAST DBE Program Manager, but in no event will reports be required less frequently than quarterly. **In the absence of written notice from the COAST DBE Program Manager, the bidder's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.**
3. In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to the Authority, indicating final DBE payments shall be submitted directly to the COAST DBE Program Manager. The information must be submitted prior to or at the same time as the bidder's final invoice to the Authority user department identified in the solicitation. (NOTICE: The original invoices must be submitted directly to the Authority's department identified in the contract documents and the Status Report of DBE Subcontract Payments must be submitted directly to the COAST DBE Program Manager.) **Failure to follow these directions may delay final payment.**
4. The address for the COAST DBE Program Manager, is: COAST DBE Program Manager, COAST, 42 Sumner Drive, Dover, NH, 03820.

#### 4.3.17 State and Local Law Disclaimer

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

#### 4.3.18 Incorporation of Federal Transit Administration (FTA) Terms

*FTA Circular 4220.1D*

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 4220.1D, 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

## 5. Proposal Cost Summary Form – Website Design, Development and Maintenance

Project Elements	One-Time Costs	Recurring Costs	Labor	Material	Total
<b>Information Architecture</b>					
Site Infrastructure					
Sitemap Design & Revision					
<b>Design</b>					
Graphic Design					
Template Designs					
<b>Development</b>					
CMS Interface					
Content Creation/Import					
Multi-Service Application Form					
<b>Implementation &amp; Maintenance</b>					
Migration					
Yr. 1 Hosting					
Yr. 1 Maintenance					
On-Site CMS Training					
Yr. 2 Hosting & Maintenance					
Yr. 3 Hosting & Maintenance					
Yr. 4 Hosting & Maintenance					
Yr. 5 Hosting & Maintenance					
<b>Proposal Total</b>					

## 6. Required Sign-Offs

## 6.1 Certification Regarding Lobbying

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

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

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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

## 6.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

This form is only required if utilizing a DBE firm as part of the project team.

### 6.3 DBE Utilization Form

Name of DBE Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 Contact Person: \_\_\_\_\_

Check all that apply: \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ SBE  
 MBE = Minority Business Enterprise; WBE = Women Business Enterprise; SBE = Small Business Enterprise

Ethnic Classification: \_\_\_\_\_ Black American \_\_\_\_\_ Asian Pacific American  
 \_\_\_\_\_ Hispanic American \_\_\_\_\_ Subcontinent Asian American  
 \_\_\_\_\_ Native American \_\_\_\_\_ Non-Minority

#### 1. Instructions

This form must be completed for each disadvantaged business participating in the project. If additional space is needed, complete an additional form for the firm. The firm must be certified as a Disadvantaged Business Enterprise (DBE) by the Unified Certification Program (UCP) administered by the New Hampshire Department of Transportation (NHDOT) according to the type of work/services described below prior to contract award.

#### 2. Work

Item	Description of Work	Quantity	Unit Price	Total
Total:				

#### 3. Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount below.

\_\_\_\_\_

#### 4. Commitment

The undersigned DBE firm certifies that the information included herein is true and correct, and agrees to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with

\_\_\_\_\_ (prime contractor). The undersigned further understands that no changes to this statement may be made without prior approval from COAST and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to COAST.

\_\_\_\_\_  
 DBE Firm Authorized Signature

Title \_\_\_\_\_

Date \_\_\_\_\_



## 6.4 Prompt Payment Affidavit

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. \_\_\_\_\_

I, \_\_\_\_\_ (Name), the \_\_\_\_\_ (Title - e.g., President, Vice President, etc.) of \_\_\_\_\_ ("Company"), do state the following with regard to payments made under Contract No. \_\_\_\_\_ ("Contract"):

1. \_\_\_ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. \_\_\_\_\_, were paid no later than five (5) business days after Company received payment from CTA.
2. \_\_\_ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the COAST DBE Department. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by COAST. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the COAST DBE Department may cause the Payment Request to be rejected by COAST.)
3. \_\_\_ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) business days after it satisfactorily completed its work, whether or not COAST has paid said retainage amounts to Company. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. \_\_\_ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the COAST Project Contact.

Attach a copy of the written approval from the COAST Project Contact.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public