



REQUEST FOR PROPOSAL:

BUS STOP MAINTENANCE

PROPOSAL SUBMISSION DATE:

FRIDAY, DECEMBER 18, 2015

RFP #: P-16-021



JACKSONVILLE TRANSPORTATION AUTHORITY

121 W. Forsyth Street., Suite 200 • Jacksonville, Florida 32202

**JACKSONVILLE TRANSPORTATION
AUTHORITY**

**REQUEST FOR PROPOSALS (RFP) FOR

BUS STOP MAINTENANCE**

PROPOSAL SUBMISSION DATE:

BY 2:00 PM (LOCAL), FRIDAY, DECEMBER 18, 2015

RFP NUMBER: P-16-021

Jacksonville Transportation Authority
121 West Forsyth Street, Suite 200
Jacksonville, Florida 32202

JACKSONVILLE TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSALS

P-16-021 BUS STOP CLEANING AND MAINTENANCE

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JACKSONVILLE TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSAL No. P-16-021

SUBJECT: BUS STOP MAINTENANCE

PROPOSAL CLOSING: FRIDAY, DECEMBER 18, 2015, 2:00 P.M. (LOCAL TIME)

SECTION I – NOTICE FOR PUBLICATION

Sealed Proposals for **P-16-021 - Bus Stop Maintenance** will be received by the Jacksonville Transportation Authority (the "Authority" or the "JTA"), until the above-stated Proposal opening date and time at the following location:

Jacksonville Transportation Authority, Receptionist Desk – Customer Center
121 West Forsyth Street, Suite 200
Jacksonville, Florida 32202

The Customer Center entrance is located on the Hogan Street side of the 121 Atlantic Place building. The complete Solicitation package will be available November 23, 2015, and must be obtained by sending an email request to JTA Procurement, at procurement@jtafla.com.

Disadvantaged Business Enterprise (DBE). All Proposers are hereby notified that the DBE requirements of 49 CFR Part 26 apply to this Solicitation. The DBE participation goal for the Contract is **25%**.

This contract is subject to contract compliance payment tracking, and the prime contractor and any DBE subcontractors shall provide any noted and/or requested contract compliance-related payment data electronically in the B2GNow Contract Compliance Program System. The prime contractor and all DBE subcontractors are responsible for responding by any noted response audit date or due date to any instructions or request for information, and to check the B2GNow Contract Compliance Program System on a regular basis. The prime contractor is responsible for ensuring all DBE subcontractors have completed all requested items and that their contact information is up-to-date.

Access information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract. The B2GNow Contract Compliance Program System is web-based and Contract Compliance Reporting – Vendor Training and can be accessed at the following Internet address: <https://jtafla.dbesystem.com/FrontEnd/EventList.asp>.

Contract Term. The Contract period shall be for twelve (12) months with the Authority having the option to renew the Contract for four (4) additional periods of one (1) year each.

Basis of Award. The JTA will make the Contract award, if any, to the Proposer submitting the Proposal that is determined by the JTA, in its sole discretion, to be the most advantageous to the JTA, price and other factors being considered, in accordance with its Procurement Rule 002, which is incorporated herein by reference. The JTA reserves the right to waive any irregularity in any Proposal, to request clarification of any Proposal, to request additional information from any Proposer, to reject any or all Proposals, in whole or in part, and to re-advertise, cancel, or postpone the Solicitation, at any time, with or without cause, without liability to any Proposer.

Minimum Requirements. Proposers must be in good standing and authorized to transact business in the State of Florida, and must not be listed in the System for Award Management (SAM) as an excluded party. In addition, all licenses required for Proposers whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation must be active and current.

Bonds & Insurance. The Contract, if awarded, does not require a Performance Bond or a Payment Bond. Specific bonding and insurance requirements are set forth in the Solicitation package.

Pre-Proposal Meeting. Attendance at the Pre-Proposal Meeting and Site Tour is strongly encouraged. The Pre-Proposal Meeting will be conducted Monday, November 30, 2015, at 8:30 a.m. at the following location:

Jacksonville Transportation Authority, Board Room
3rd Floor Board Room
121 West Forsyth Street, Suite 200
Jacksonville, Florida 32202

Those interested in calling in to the Pre-Proposal Meeting may use the following conference information:

USA Toll Free: (877) 873-8017
USA Caller Paid: (636) 651-3181
Access Code: 4089289

Proposers who desire to call-in must notify Purchasing **by email** of their intent at least a day prior to the Pre-Proposal Meeting.

The Site Tour will be conducted Monday, November 30, 2015; at 9:30 a.m. Attendees are requested to meet in the JTA Administration lobby at the location listed above.

Contact Information. All questions or concerns regarding this Solicitation must be submitted **by email** to JTA Procurement, at procurement@jtafla.com, prior to 5:00 p.m. (Local time), December 7, 2015. Late questions will not be answered. All responses will be issued in an Addendum that is provided to all Proposers who have obtained the Solicitation package from the JTA.

Cone of Silence. From the date of the initial publication of this Solicitation until Award, all communication (except for communications at the pre-proposal meeting(s) and site tour(s), if any) relating to this Solicitation, with the exception of Disadvantaged Business Enterprise (DBE) related questions, shall be sent to the following JTA email address:

Jacqueline R. Glass C.P.M.
Sr. Manager, Contracts, Procurement & Inventory
Email: procurement@jtafla.com

All DBE questions shall be sent to DBE1@jtafla.com. This includes questions related to certification or assistance with finding certified DBE's to partner with.

If you are not sure who to send a question to, please send it to procurement@jtafla.com and it will be forwarded to the appropriate personnel.

All other communication to the JTA or any JTA employee, Supplier, or Board Member regarding this Solicitation is prohibited, unless made in accordance with JTA's Solicitation and Award Protest Rule. The JTA Board of Directors has established a zero tolerance policy and the JTA will disqualify any Proposer who makes or causes to be made, directly or indirectly, any improper communication. Nothing contained in this paragraph prohibits JTA personnel from initiating contact with a Proposer and subsequent communication related thereto for the purpose of obtaining additional information that is relevant to the Solicitation.

Proposers are hereby notified that the JTA is subject to the Florida Public Records Law and the Government in the Sunshine Act, as set forth in Florida Statutes Chapters 119 and 286; as such, most communications to the JTA are subject to public disclosure, and the selection meeting(s), if any, will be open to the public.

All JTA contracts are subject to funding availability and are not binding upon the Authority until duly executed by the Authority and delivered to the Proposer.

SECTION II - INSTRUCTIONS TO PROPOSERS

1. **INTRODUCTION.** The Jacksonville Transportation Authority (the “Authority” or “JTA”) is a public body politic and corporate agency of the State of Florida created under chapter 349, as amended, Florida statutes. The Authority is a transit and transportation facilities provider in North Florida, constructing and improving roadways as well as constructing, equipping and operating transit services. The Authority operates in Duval County, Florida (the “County”), including in the City of Jacksonville, Florida (the “City”) and surrounding areas.
2. **SOLICITATION TERMINOLOGY.** The term Solicitation includes all documents that are included or referenced in the Solicitation package, including without limitation, the Request for Proposals, Instructions to Proposers, Specifications, Scope of Work/Services/Products, Special Conditions, Insurance Requirements, Contract Form, General Conditions, Required Clauses for Federally-Assisted Contracts, Required Forms and Certifications. The terms Proposer and Vendor may be used interchangeably.
3. **PROPOSER'S OFFICIAL RECEIPT OF SOLICITATION DOCUMENTS.** The Proposer must request and receive the complete Solicitation package directly from the Authority. If you submit a Proposal for the Contract and you do not receive the Solicitation documents directly from the Authority, there is a serious risk that you will not be kept informed of Addenda and, therefore, your Proposal may be deemed non-responsive.
4. **PROPOSAL DELIVERY AND OPENING.** Proposals must be submitted in an opaque sealed envelope and properly labeled with the name and number of the Solicitation. Proposals must be submitted by the due date, at the location identified in the Notice for Publication (the “Notice”), or as amended in an Addendum. The sealed envelope must contain one (1) original, one (1) electronic copy, and five (5) hard copies of all of the exact Forms contained in Section VII. No additional promotional or advertising information will be accepted. Facsimile and electronic transmissions will not be accepted. Late Proposals will not be opened. **Due to the lack of control over the standard postal delivery service, many companies hand-deliver or use a private delivery service to ensure delivery by the 2:00 P.M. deadline.** The Authority is not responsible for the failure of the postal service or private delivery service to locate and deliver the Proposal in a timely manner. The Authority is the official timekeeper and the Authority's determination of the time shall be deemed correct and final.
5. **PROPOSAL ADDENDA.** The Authority may respond to questions, or it may clarify or change any part of this Solicitation by issuing an Addendum. By submitting a Proposal, each Proposer consents to the content of all Addenda, whether or not received by the Proposer. **Proposals must include the written acknowledgment of all Addenda that is contained in Section VII.** The Solicitation may only be modified or clarified by Addenda and no verbal or informal writing that attempts to modify or interpret the Solicitation will be binding upon the Authority.
6. **PROPOSER REVIEW OF SOLICITATION AND CONTRACT DOCUMENTS.** By submitting a Proposal, the Proposer represents that it has fully informed itself as to: (i) the conditions to be encountered; (ii) the character, quality, and quantities of work to be performed;

(iii) the goods and materials to be furnished; and (iv) all of the requirements of the Solicitation and Contract documents, including the plans, specifications, and the labor and security conditions under which the Contract is to be performed. The Proposer shall not be relieved of its obligation to furnish all goods, materials, equipment, labor, and services necessary to complete the Contract by reason of having failed to inform itself with respect to those matters. If this acquisition is related to a project in which conditions, specifications, and/or plans have been issued, those documents, where applicable, are incorporated herein. The Authority does not guarantee the accuracy of any information that may have been provided in connection with the Solicitation and if this is a lump sum Contract, the Authority does not assume any responsibility for determining the quantities required.

7. QUALIFICATIONS AND REFERENCES. The Authority reserves the right to request any additional information it deems necessary regarding the Proposer's previous experience and qualifications, and the Authority may also consider any evidence available to it regarding the financial, technical, and other qualifications and abilities of the Proposer. The Proposer shall provide any additional information requested within forty-eight (48) hours of such request.

8. NON-RESPONSIVE PROPOSALS MAY BE REJECTED. The failure to comply with any requirement contained in the Notice, Instructions to Proposers, Required Forms, and/or other Solicitation documents may result in the rejection of the Proposal as non-responsive.

9. RESERVATION OF RIGHTS IN THE SOLICITATION PROCESS. The Authority reserves all rights it is entitled to under the law, including the right to:

- reject any or all Proposals and to cancel or postpone the Solicitation, in whole or in part, for any reason, without liability;
- issue subsequent or concurrent Solicitation(s) for the work/services described herein;
- perform background checks, reference checks, and consider any information the Authority deems pertinent to the Solicitation;
- request additional copies of the Proposal from the Proposer, at no cost to the Authority; and
- Request additional or omitted information and seek clarifications of any Proposal.

10. FIRM PRICES AND RENEWAL OPTIONS. If a Contract is awarded, all prices are to remain firm for a period of one (1) year from the date of award. By mutual consent of both parties, the Contract may be renewed on a year-to-year basis for four (4) additional one (1) year periods. The Authority will consider price escalation or de-escalation on the annual anniversary date of the award. Escalation and de-escalation will be reviewed by the Authority on an item-by-item basis. Proposers who are awarded a Contract and become a Supplier may request increases or decreases in price only on the anniversary date.

Upon receipt of a renewal request from the Authority, the Proposer may submit a written request for escalation or de-escalation only on items for which it can no longer honor the awarded price. The request must include the Authority's stock number, if applicable, a brief description of the item, and a new price that will remain firm until the next anniversary date.

The Authority reserves the right to:

1. Grant or decline any request for escalation or de-escalation with or without cause.
2. Request documentation from the referenced parts manufacturer justifying any requested increase. In the event of such request the Authority will only allow the Proposer to increase its Proposal price by the amount of the actual increase as provided by the parts manufacturer. The Proposer may be required to document any price increase on the anniversary date.

Any decision of the Authority to grant or decline a request for price adjustment will be at the Authority's sole discretion and its decision shall be final. Annual rate adjustments for services will be at the discretion of the Authority.

11. REQUIRED FORMS. Proposers shall complete and return all Forms required by Section VII. The Forms must be submitted using the exact Forms provided and must be signed by an authorized representative of the Proposer. Any alteration of the Forms or failure to submit required Forms shall cause the Proposal to be rejected as non-responsive.

The Forms cannot be marked "N/A" and returned as an effort to comply with the requirements. These Forms **MUST** be completed, signed, and returned with your Proposal. The burden is on each Proposer to know of and submit all required Forms with Proposal submittals. If the Authority determines that a Proposer has failed to return completed Form(s), and/or has failed to sign all required Form(s), the Proposal shall be rejected as non-responsive.

12. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM. It is the official policy of the U.S. Department of Transportation (DOT) and the Authority that Disadvantaged Business Enterprises (DBEs) have a level playing field on which to participate in the performance of all contracts. This Contract is subject to the requirements of Title 49 Code of Federal Regulations, Part 26.

The Supplier and its subcontractors shall not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status in the performance of this Contract. The Supplier shall carry out applicable requirements of the DBE Program in the award and administration of the work associated with this Contract.

Participation Goals. If a DBE participation goal has been established for the Contract, Proposers must meet one (1) of the following criteria to be considered for the Contract:

- (a) Achieve the DBE participation goal as specified below;
- OR
- (b) Submit documentation detailing its good faith efforts.

If a DBE participation goal has not been established for this project, Proposers are encouraged to make every attempt to secure a level of DBE participation that contributes toward the

achievement of Authority's overall DBE goal of 16.08%. When a goal has been established, the failure of the Proposer to either meet the participation goal or submit satisfactory evidence of good faith efforts may result in the Proposal being rejected as non-responsive.

(X) DBE Goal Established For The Contract: The Proposer shall make a good faith effort to subcontract 25% of the dollar value of the total annual aggregate amount of the Contract as set forth in the Notice, to certified DBE subcontractors (race conscious). Contracted Proposers shall submit reports, on forms provided or approved by the Authority: (1) with each invoice, indicating the amount of the progress payment due to DBE firms; and (2) quarterly and annual reports indicating the total aggregate amounts paid by the Authority to the Proposer for each work or Purchase Order, and the amount and percentages of those payments which have been paid to individually identified DBE firms.

OR

() No DBE Goal Established For The Contract: Proposers are encouraged to make every attempt to obtain participation of certified DBEs and other small businesses in the completion of the Contract (race neutral).

Documenting Goal Initiatives. DBE forms will be used to document the Proposer's achievement of the established DBE goal for the Contract or, if no goal is specified, information on DBE participation. DBE forms shall be as complete and accurate as possible, and shall include all required information. Failure to comply with these requirements may be cause for rejection of the Proposal. A Proposer who does not meet the stated DBE goals, where assigned, must also submit Good Faith Effort documentation as part of its Proposal (see the "Good Faith Efforts" section listed below). Proposers who do not address these requirements may be deemed non-responsive.

Determining Compliance with DBE Requirements for Contracts with a DBE Goal - Forms. Each Proposer must acknowledge its commitment to achieving the DBE participation goals set by the Authority. There are several required forms that must be submitted as part of the Solicitation process, which support this requirement:

- Schedule of SubSuppliers/Contractors Form - Identifies those subcontractors/suppliers whom the Proposer will utilize on the Contract, including the certified DBE businesses, and the scope and relative value (expressed as a percentage) of work to be performed by each subcontractor.
- Proposer's List - Lists all potential subcontractors /suppliers contacted by the Proposer for the Contract.
- Intent to Perform as a DBE – Submitted for each DBE subcontractor /supplier, outlining the dollar value of the work to be performed.

If the Proposer is awarded a Contract with the Authority, it must enter into formal written agreement with the DBEs identified in its *Schedule of SubSuppliers/Subcontractors Form* in accordance with the assignments identified and outlined in the *Intent to Perform as a DBE*.

If the selected Proposer is a certified DBE and intends to perform a portion of the work with its own forces, the Proposer shall identify the responsibilities it intends to perform by type and by percentage of work to be done. In order for the work to be counted towards the DBE goal assigned to the project, the Proposer must perform the work as specified and may not delegate or contract the specified responsibilities to other entities.

Certification. ALL PROPOSED DBEs MUST BE CERTIFIED BY THE FLORIDA UNIFORM CERTIFICATION PROGRAM (UCP) AT THE TIME OF SUBMISSION OF THE PROPOSAL. If a subcontractor/supplier is not certified by the aforementioned certification program at the time of submission, the Proposer can neither report the non-certified business' participation, nor include that company's dollar value of work towards any established DBE goals. Applications for certification may be obtained from the Authority directly or from the Authority's website at www.jtafla.com. The Proposer shall fully comply with all requests for additional documentation. In determining an applicant's eligibility for DBE status, the Authority will generally rely upon the Federal Certification Process, as described in 49 CFR Part 26. In addition, as a member of the Unified Certification Program (UCP) within the state of Florida, where FDOT is the host agency, the Authority will accept DBEs certified by FDOT and may, on a case-by-case basis, accept a DBE certification decision made by another UCP or non-Florida Department of Transportation.

Good Faith Efforts. Any Proposer who is unable to meet the requested DBE participation goal, where established, is required to include, as part of its Proposal, Good Faith Effort documentation detailing the attempts made to secure DBE participation. An important component in evaluating a Proposer's good faith efforts is the number of qualified DBEs expressing an interest in performing work under the Contract. When there is limited availability of such firms, a Proposer cannot reject a DBE as unqualified unless the Proposer has sound reasons to do so, as determined by a thorough investigation of the DBE's capabilities.

The extent and type of actions required for a Proposer to meet the good faith effort requirement may vary depending upon such factors as industry practice, time available for submitting a Proposal, and the type of agreement involved. See Appendix A to 49 CFR Part 26 for additional information. The following list, which is neither exclusive nor exhaustive, provides examples of the actions and activities which would be considered good faith efforts on the part of a Proposer attempting to meet the prescribed DBE goal:

- a. Attending planned pre-proposal meetings scheduled by the Authority to review resources, such as certified DBE vendor lists, and to discuss, among other things, DBE participation opportunities;
- b. Advertising in general circulation, trade association, and minority/women-focused media concerning subcontracting opportunities;

- c. Soliciting the interest of a reasonable number of DBEs through written notices, and allowing an adequate amount of time for response and inquiry from interested parties;
- d. Contacting prospective DBE participants, in response to initial Solicitations to assess level of interest;
- e. Utilizing subcontracting arrangements and other techniques to structure the project in a manner designed to increase the likelihood of participation of DBE firms;
- f. Providing interested DBEs with adequate information about the plans, specifications, scope of work, and requirements of the Contract;
- g. Discussing with interested DBEs the required capabilities of the project and performing a thorough investigation of the DBE's qualifications to determine inherent competencies;
- h. Using good business judgment to negotiate in good faith with interested DBEs regarding price, and reviewing all reasonable quotes from interested DBE businesses;
- i. Assisting interested DBEs in obtaining bonding, lines of credit, insurance, and other guarantees required by the Authority and/or the Proposer;
- j. Supporting interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance and services; and
- k. Effectively utilizing the services of various community and professional organizations to aid in identifying qualified DBEs. These organizations include, but are not limited to minority and women-based community organizations; chambers of commerce; contractor groups; local, state, and federal business assistance offices; the Authority; and other organizations that provide assistance in the identification of DBEs.

These efforts are active steps, ones that may significantly increase the potential for sufficient DBE participation and the achievement of DBE participation goals. When the Authority determines that the Proposer's actions were mere pro forma efforts that fall short of the good faith efforts such as those listed above, the Proposal may be rejected as non-responsive.

13. PROPOSER DISQUALIFICATION: Any of the following causes may be considered sufficient for the disqualification of a Proposer and the rejection of its Proposal:

- a. submission of more than one (1) Proposal from a Proposer for the same work by an individual, entity, partnership, or corporation under the same or different names; or submission of alternate prices which will not be accepted unless the Solicitation (or Addendum) has clearly provided for alternate prices on the applicable Forms;
- b. evidence of collusion between or among Proposers;
- c. work for which the Proposer is committed by contract, which, in the Authority's judgment and sole discretion, might hinder or prevent the prompt completion of the Contract if awarded to the Proposer;
- d. being behind on the approved completion schedule for any existing contract with the Authority, being involved in litigation with the Authority, or having been declared by the Authority to be in default on a previous contract with the Authority;
- e. poor, negligent, or defective performance of work for the Authority or any other party on prior projects, which, in the Authority's judgment and sole discretion, raises doubts as to the Proposer's ability to properly perform the Contract;
- f. appearance of the Proposer on the Department of General Services' Convicted Vendors List;
- g. submitting more than one (1) price on each item even though it has two (2) or more types or styles that will meet specifications. Proposers must determine for themselves which to offer;
- h. violating the Cone of Silence;
- i. having any real or apparent conflict of interest, including any relationship with or interest in those firms who have assisted the Authority in the preparation of the Solicitation;
- j. misstating or omitting a material fact in the Proposal, submitting a Proposal that is conditional, or submitting a proposal that contains unauthorized conditions, limitations, exceptions, or alterations;
- k. failing to properly: (i) execute any Form; (ii) execute any Proposal Security; (iii) execute other required documents; or (iv) meet the minimum requirements of the Solicitation; or
- l. any other reason, as determined in the sole discretion of the Authority, that warrants rejection of the Proposal or disqualification of the Proposer, including listing unqualified subcontractors or failing to provide adequate references for the Proposer and/or any subcontractors upon request.

The Authority may cancel or postpone the Solicitation and may reject any and all Proposals, with or without cause, and may waive any minor irregularity in any Proposal.

14. TAXES. The Authority is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No.85-8012646346C-1; and (b) Federal Excise Tax Registration No. 59-6018367. The only purchases allowed to be made using these exemptions are to be made on either an Authority Purchase Order or an Authority check. The sales tax exemption does not apply to goods or services that are purchased or consumed by the Proposer for which the Proposer is deemed to be the ultimate consumer. The Proposal price shall include all applicable taxes and charges, if any.

15. CARTAGE. All cartage and package charges shall be included in the Proposal price.

16. DEVIATIONS TO SPECIFICATIONS. In addition to the requirements of the previous paragraph, all requests for deviations from the specifications must be submitted as a written question prior to the deadline for questions. Proposals may be rejected as non-responsive if deviations are used without being approved in an Addendum.

17. DISCOUNTS. ALL DISCOUNTS OTHER THAN PROMPT PAYMENT SHALL BE INCLUDED IN THE PROPOSAL PRICE. Prompt payment discounts will be considered during the administration of the Contract, but will not be considered when evaluating the Proposal price.

18. PROVISION FOR OTHER AGENCIES. By signing and submitting its Proposal, the Proposer hereby agrees to extend the terms, conditions, and other negotiated agreements to any Transit Authority, or any City, County, or State Government agency within the State of Florida. It is understood that some negotiated agreements may require further negotiations between the successful Proposer and the entity desiring to benefit from this Solicitation. Any such resulting agreements will be independent of the Authority.

19. PROCUREMENT DEPARTMENT AS AGENT. When the Procurement Department is acting as agent for "other public activities" defined as activities receiving financial support in part from the Authority but not under the direct governing jurisdiction of the Authority, the name of such public activity shall be substituted for the words "JTA" and "Authority" throughout the Solicitation and Contract.

20. ETHICS PROVISION. The Proposer, by affixing its signature to the Proposal and/or by accepting a Purchase Order, represents that it has reviewed the provision of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code, and the provisions of the Purchasing Code contained in chapter 126, Jacksonville Ordinance Code.

21. ACKNOWLEDGEMENT AND AGREEMENT TO CONTRACT TERMS. By signing the Proposal, the Proposer acknowledges its agreement to all terms, conditions, and specifications contained in this Solicitation and resulting Contract, if any. When the Authority issues a Purchase Order, the Proposer shall comply with all of the terms, conditions, and specifications contained in this Solicitation and resulting Contract until expiration or termination of the Contract. The work is to begin only after proper authorization and issuance of a Purchase Order or a Notice to Proceed.

22. NO PROPOSAL PREP COSTS. Under no circumstances will the Authority compensate any Proposer for the costs associated with responding to this Solicitation.

23. ALL-INCLUSIVE PROPOSAL. The Proposal shall include, at no additional cost to the Authority, all necessary safety equipment; in addition, all necessary taxes, licenses, permits, and insurance shall also be obtained by the Proposer at no additional cost to the Authority.

24. REQUEST FOR CLARIFICATION AND SUPPLEMENTAL INFORMATION. The Authority reserves the right to seek clarification and supplemental information from any or all Proposers when the Proposal contains any information or implication that is ambiguous.

25. PUBLIC RECORDS AND GOVERNMENT IN THE SUNSHINE LAWS. The Authority is subject to the Florida Public Records Law, the Government in the Sunshine Act, and possibly the Freedom of Information Act (FOIA). In compliance therewith, at the sole discretion of the Authority, the Authority may disseminate or make available to any person, without the consent of the Proposer, information regarding the Contract or the Proposal, including without limitation: requirements; specifications; drawings; sketches; schematics; models; samples; tools; computer or other apparatus programs; and technical information or data, whether or written or oral, furnished to the Authority in connection with this Solicitation.

26. AVAILABILITY OF PROPOSALS AFTER OPENING. In accordance with the Florida Public Records Law, Florida Statute Section 119, copies of all Proposals are available for public inspection thirty (30) days after the opening of Proposals or on the date of Notice of Intent to Award, whichever is earlier. Proposers may review opened Proposals once they are available for public inspection by contacting the JTA Public Records Office at publicrecords@jtafla.com.

If JTA rejects all Proposals submitted in response to a competitive Solicitation and concurrently provides notice of its intent to reissue the competitive Solicitation, the rejected Proposals remain exempt from §§ 119.07(1) and 119.24(a), Art. I of the State Constitution until such time as JTA provides notice of an intended decision concerning the reissued competitive Solicitation or until JTA withdraws the reissued competitive Solicitation. A Proposal is not exempt for longer than twelve (12) months after the initial notice rejecting all Proposals.

27. SUDAN/IRAN PROHIBITION. Pursuant to Section 287.135, Florida Statutes, by submitting the Proposal, the Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

28. STANDARD ASSURANCES (including Non-Collusion and Debarment Certifications). By submitting a signed Proposal, each Proposer certifies, under penalty of perjury, that:

- A. The Proposer understands all requirements and, if selected, the Proposer will comply with all of the requirements of the Solicitation, the Proposal, and any resulting Contract.
- B. The signatory of the Proposer is of lawful age, and no other person, firm, or corporation,

other than those clearly identified in the Proposal, has any interest in the Proposal and/or any resulting Contract.

- C. The Proposal is made without any understanding, agreement, or connection with any other Proposer or potential Proposer for the Contract, and is in all respects fair and without collusion or fraud; no attempt has been made or will be made by the Proposer to induce any other person, entity, partnership, or corporation to submit or not submit a Proposal for the purpose of restricting competition; the prices in the Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any other competitor for the purpose of restricting competition as to any other matter relating to such prices; unless otherwise required by law, the prices which have been noted in the Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
- D. The Proposer is familiar with, and the Proposal is in full compliance with, all applicable federal, state, and local laws and regulations, and the Proposer shall fully comply with same during the entire term of the Contract. The Proposer certifies that the Proposal complies with all applicable safety requirements, such as those required by OSHA, EPA, and the Authority.
- E. The Proposer understands that a person or affiliate (as defined by Florida law) who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By submitting a signed Proposal, the Proposer certifies, under penalty of perjury, that no person, entity, or affiliate involved in the Proposal is in violation of the restriction noted above.
- F. If the Proposal is over one hundred thousand dollars (\$100,000), the Proposer understands that the Contract awarded under this Solicitation, if any, is a covered transaction for purposes of the following statutes and regulations and the Proposer is required to comply with 2 CFR Part 1200, 2 CFR Part 180, Executive Orders 12549 and 12689, and 31 U.S.C. § 6101 note, as each may be amended from time to time. By submitting a signed Proposal, the Proposer certifies, that:
 - 1. The Proposer is not currently debarred or suspended by the Authority under the Authority's rules, and the Proposer will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and

Suspension (Nonprocurement),” 2 CFR part 180.

2. The Proposer and its principals and subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified;
 - b. The Proposer's management has not, within a three (3) year period preceding its Proposal, been convicted of or had a civil judgment rendered against any member of management for:
 - (1) 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,
 - (2) Violation of any federal or state antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property;
 - c. The Proposer is 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 listed in the preceding Section 1.b of this Certification;
 - d. The Proposer has not had one (1) or more public transactions (federal, state, or local) terminated for cause or default within a three (3) year period preceding this Certification;
 - e. If, at a later time, the Proposer receives any information that contradicts the statements of subparagraphs 2.a – 2.d above, the Proposer will promptly provide that information to the Authority;
 - f. The Proposer will treat each lower tier subcontract under this Contract as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds twenty-five thousand dollars (\$25,000.00),
 - (2) Is for audit services, or
 - (3) Requires the consent of a federal official; and
 - g. The Proposer will require that each covered lower tier subcontractor:
 - (1) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in this Contract is not

presently declared by any federal department or agency to be:

- (a) Debarred,
- (b) Suspended,
- (c) Proposed for debarment,
- (d) Declared ineligible to participate,
- (e) Voluntarily excluded from participation, or
- (f) Disqualified from participation.

3. The Proposer shall provide a written explanation attached to the Signature Page of the Proposal if it or any of its principals, including any of its first tier subrecipients or any of its third-party participants at a lower tier, are unable to certify compliance with the preceding statements in this Certification. If requested by the Authority, the Proposer shall execute the FDOT Form 375-30-32.

29. RECYCLED PRODUCTS. When the Contract is or may be supported from federal funds, the Authority is required to comply with the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6962, which requires the Authority to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. EPA guidelines, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247, direct the Authority to specify a competitive preference for products containing recycled materials identified in those EPA guidelines for contracts valued at ten thousand dollars (\$10,000.00) or more. For information about the EPA's recovered materials advisory notices, see the EPA's Web site: <http://www.epa.gov/cpg/backgrnd.htm>.

30. PROTESTS. All protests concerning this Solicitation and any award hereunder shall comply with and be governed by the Authority's Solicitation and Award Protest Rule 004 (the "Rule"), a copy of which is available from the Authority's website at www.jtafla.com (under "About JTA," then "Administrative Rules," then "Rule 004") or from the Authority's Administrative Offices at 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202. Under the Rule, any person who wishes to protest the contents of this Solicitation, including Addenda, shall file with the Authority's Senior Manager Contracts, Procurement, and Inventory a written Notice of Protest, no less than five (5) business days before the Proposal's due date, and comply with the other requirements of the Rule. Under the Rule, any person who is adversely affected by the Authority's decision or intended decision with respect to an award under this Solicitation shall file with the Authority's CEO and Senior Manager Contracts, Procurement, and Inventory a written protest, no later than 5:00 p.m. on the fifth (5th) business day after the posting of the Notice of Decision or Intended Decision, and shall comply with the other requirements of the Rule. Failure to timely file a Notice of Protest shall constitute a waiver of proceedings under the Rule.

SECTION III – SELECTION CRITERIA

1. **Content and Form of Proposal**

- Proposals should contain **no more than thirty (30) pages**, exclusive of the covers, staff resumes, required attachments, good faith efforts documentation, and tab sheets.
- Text and figures should be printed on one side of the paper only.
- Proposal should contain a minimum font size of 11; margins should be a minimum of 1 inch for top, bottom, right, and left.
- Proposals should be on 8 ½ x 11 paper bound on one side.
- Do not include resumes for staff that will not be significantly involved in providing the services.
- The first page (Tab 1) (which does not count against the thirty (30) page maximum) should consist of the Acknowledgement of Addenda Form, with all sections fully completed, **including the signature**.
- The cover page of the Proposal should contain the following:
 - Legal name of the Proposer;
 - Primary location (physical address);
 - Local address, if applicable;
 - Telephone number, fax number, and e-mail address;
 - Name of contact person; and
 - Authorized signature of contact person.

2. **Proposers Responsible for Addressing Criteria**

Proposals will be evaluated in accordance with the Selection Criteria set forth in the next section. Proposers should structure the Proposal in a manner that properly and clearly addresses each of the Selection Criteria. It is the sole responsibility of each Proposer to address each of the Selection Criteria and to provide with the Proposal any other information which would be relevant to the Selection Criteria. When in doubt as to any requirement or criteria, submit a written question to procurement@jtafla.com by the question deadline on (Monday, December 7, 2015 before 5:00 p.m.).

3. **Selection Criteria**

The Proposals will be evaluated and scored by the Authority's Evaluation Committee, based on the following criteria. The maximum possible score is 100 points.

Proposals should be submitted in a format which includes all applicable information for each evaluation category behind a divider tab identified by the corresponding selection criteria number and abbreviated description:

1. "Minimum Criteria" (Pass/Fail) (Tab 1)

Provide evidence that the Proposer meets the minimum criteria that is set forth in the Notice, if any, such as copies of the State of Florida Certificate of Status or Good Standing and all of the Required Forms from Section VII.

2. "Qualifications/Experience" of Proposer and Key Personnel (30 points) (Tab 2)

- A. Provide a description of the Qualifications and Experience of both the Proposer and any proposed subcontractors. Include a listing of other governmental entities that have retained the Proposer for similar services. Provide letters of reference from three (3) clients (either current or from the past three (3) years) that can attest to the qualifications and experience of the Proposer. Include the name of the contact person, address, and telephone number, along with a brief description of the work performed.
- B. Include an organizational chart for all key personnel and subcontractors proposed for the work, identifying the individual staff members' firms and office locations.
- C. Provide a listing of completed projects that are similar to the work categories; do not list projects on which the team members have not directly worked. Include the project name; specific team member involved; firm employing team member; team member's role; starting date and completion date; budget; owner performance evaluation if available; and the owners' representatives, titles, telephone numbers, and email addresses.
- D. Include brief resumes of key personnel (resume pages do not count against the page limitation). References may be contacted.

3. "Pricing" (40 points) (Tab 3)

4. "Current Workload" (15 points) (Tab 4)

- A. List the number and size of relevant projects currently being performed by the proposed personnel, and the status of such projects and contracts.
- B. Include a schedule of the availability of proposed key personnel and subcontractors, if any, beginning three (3) months from the deadline for the Proposal submission and extending for one (1) year, as exists at the time of the Proposal, and provide sufficient information so reviewers can determine for themselves the availability of proposed key staff members. Any significant commitment of listed personnel which could conflict with

their availability for the project should be clearly shown, and planned contingencies to deal with such conflicts, if they occur, should be noted.

- C. If Bonds are required, provide a letter from an acceptable Surety that identifies the Proposer's maximum single project bonding capacity and maximum aggregate bonding capacity.
 - D. Provide evidence of the Proposer's ability to provide the required insurance coverage, either by means of an existing policy or by virtue of a project specific endorsement.
5. "Methodology and Approach" and "Quality Assurance/Quality Control" (15 points) (Tab 5)

Describe, in detail, the Proposer's methodology and approach to the work and the processes and procedures that the Proposer has in place and intends to apply to the work to assure quality assurance and quality control, in addition to proposed reporting mechanisms to the Authority's Project Managers. Identify the procedures to be used for quality control of subcontracted work, if any. Identify any special problems or concerns and proposed solutions.

4. Interviews

The Authority will determine whether interviews are necessary and, if so, the interviews will be tentatively scheduled for Monday, January 11, 2016. All Proposers should govern themselves accordingly because notices of the interviews may not be provided until Monday, December 31, 2015.

5. Selection Process and Basis of Award

The Authority will score the Proposals using the selection criteria set forth above and will rank the Proposers based upon their scores. If interviews are conducted, the Authority may re-score certain sections of the Proposals at the conclusion of the last interview and may re-rank the Proposals as determined by the highest scores received. The scores will be assigned to each Proposer on a comparative basis, meaning that the scores will be based upon how well the Proposer fulfills the criteria as compared to the other Proposers.

The Authority will enter into negotiations with the highest-ranked Proposer(s). The Authority shall determine, at its sole discretion, when negotiations are unlikely to yield agreement, and may thereupon terminate such negotiations with a Proposer. The Authority may cancel the Solicitation at any time for any reason. If negotiations are unsuccessful, the Authority may cancel the Solicitation, or it may enter into negotiations with the next ranked Proposer. No ranking of Proposers, or commencement of negotiations with a Proposer, binds the Authority in any manner whatsoever or gives rise to any contractual or quasi-contractual responsibilities of the Authority.

The Contract shall not be binding upon the Authority until the Authority has delivered a fully executed Contract to the Proposer.

SECTION IV –INSURANCE REQUIREMENTS

The Supplier shall procure and maintain insurance policies with the following minimum coverage limits:

(a) Commercial General Liability Insurance: The Certificate of Insurance shall indicate whether the coverage is provided on a claims-made or occurrence basis. The minimum limits of insurance shall include the following:

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate (if applicable)
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Fire Damage

(1) CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Subcontractors on Your Behalf (CG2294 or CG2295)

(2) CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

(3) CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

(4) CGL policy shall include broad form contractual liability coverage for the Supplier's covenants to and indemnification of the Authority under this Contract

(b) Business Automobile Liability Insurance: The minimum limit of \$1,000,000 per accident for death, bodily injury, or property damage. The insurance shall include coverage for the following: (1) Owned/Leased Autos, (2) Non-Owned Autos, and (3) Hired Autos.

(c) Professional Liability Insurance: When the services include construction management or preconstruction services, the following Professional Liability coverage is required: a minimum limit of liability of \$1,000,000 per claim and as the General Aggregate. Such insurance shall cover liability for Errors and Omissions in the performance of professional services, as set forth herein, to the extent caused in whole or in part, by the acts, errors, or omissions, negligent or otherwise, of the Supplier, its employees, agents, or representatives, and/or the acts, errors, or omissions, negligent or otherwise, of its subcontractors, their employees, agents, or representatives. Professional liability coverage shall be provided on an Occurrence Form or a Claims Made Form with a minimum retroactive date equal to the date of execution of the Contract, with a three (3) year reporting option beyond the annual expiration date of the policy.

(d) Workers' Compensation and Employer's Liability Insurance: Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes and any applicable federal or state law. Part Two of the Standard Workers' Compensation Policy shall include the following minimum limit of liability:

\$500,000 Each Accident Bodily Injury by Accident/ \$500,000 Policy Limit Bodily Injury by Disease/ \$500,000 Each Employee Bodily Injury by Disease

(e) Umbrella/Excess Liability: All referenced coverages must be included in the schedule of underlying coverages (except Professional Liability and Workers' Compensation). This coverage

will be no more restrictive than the underlying coverages and shall have a minimum \$2,000,000 Each Occurrence/\$2,000,000 General Aggregate Limit of Liability.

(f) Valuable Papers and Records: In an amount not less than one hundred thousand dollars (\$100,000). The Authority, members of its Board of Directors, committees, officers, agents, employees and volunteers shall be named as Additional Insureds.

(g) Pollution Insurance: An amount not less than one million dollars (\$1,000,000) shall be provided by any Supplier performing environmental and/or other investigations involving excavation, drilling, or other site disturbance activities.

SECTION V – CONTRACT

THIS CONTRACT is made this xx day of xxxxxx, 2015, by and between the **JACKSONVILLE TRANSPORTATION AUTHORITY** (the “Authority” or the “JTA”), a public body corporate and politic whose principal business address is 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202, and (**SUPPLIER FIRM NAME**) (the “Supplier”), a (State of organization) (select: Corporation/Limited Liability Company/Partnership/Limited Partnership/Limited Liability Partnership/Limited Liability Limited Partnership/Non-profit) whose principal business address is (Supplier Address).

WITNESSETH

WHEREAS, the Authority has publicly advertised the Request for Proposals, RFP No. P-16-021 (as amended, the "RFP" or the "Solicitation") and the entire Solicitation package is incorporated herein;

WHEREAS, the Supplier has prepared and submitted its Proposal, dated (Friday, December 18, 2015) (the "Proposal"), which is incorporated herein;

WHEREAS, the Authority has selected the Supplier, in accordance with all applicable laws, to provide the specific scope of work, services, and goods (and all other items necessary, proper for, or incidental thereto) that are described in the Scope of Work (“**Attachment A**”) and made a part hereof, on the terms herein contained;

WHEREAS, the Supplier hereby represents and warrants to the Authority that the Supplier is a legal entity organized/incorporated under the laws of the State of (State), is authorized to conduct business in the State of Florida, has taken all entity action necessary with respect to the execution and delivery of its obligations under this Contract and the officer of the Supplier who has executed and delivered this Contract is duly authorized with respect thereto;

WHEREAS, the Supplier hereby represents and warrants to the Authority that the Supplier is qualified and responsible regarding the goods and/or services to be provided hereunder, that all Supplier’s licenses required and regulated by the Florida Department of Business and Professional Regulation are active and current, that each of the officers, employees, and agents of the Supplier who will perform services in connection with this Contract on behalf of the Supplier meet the conditions of this clause, and that all individuals performing services are properly licensed when required by law;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Supplier do hereby agree as follows:

Scope of Work

1. The Supplier hereby agrees to provide the scope of work, perform the services, and furnish the goods and materials (and provide all other items necessary, proper for, or incidental thereto) that are set forth in the Solicitation and “**Attachment A**”. When the Authority issues a Purchase Order, the Supplier shall perform the work in accordance with the terms of the Purchase Order. Throughout this Contract, all references to the term "work" include all requirements of the specifications, regardless of whether it involves the provision of goods or services or both.

2. Performance of Services. All of the services shall be performed by the Supplier and its authorized subcontractors as identified by the Supplier in the Schedule of SubSuppliers/Subcontractors Form (“**Attachment B**”). Notwithstanding the use of one or more subcontractors by the Supplier, the Supplier acknowledges and agrees that all of the services performed and to be performed hereunder shall be the sole responsibility of the Supplier, and Supplier hereby agrees that it warrants all such work as if such work had been performed directly by the Supplier.

3. Order of Precedence. All of the terms and conditions of the Solicitation are hereby incorporated herein in full. In the event of a conflict between the terms of any of the following, the more stringent requirement shall apply. If the conflict cannot be resolved by following the most stringent requirement, the following order of precedence shall govern: (1) Section VI of the Solicitation that contains the required clauses for federally-assisted contracts, when applicable; (2) properly authorized written Contract Amendments; (3) properly authorized Purchase Orders; (4) this Contract; (5) the Specifications; (6) Special Conditions; (7) the Solicitation Addenda, if any; and (8) the Solicitation. As between the drawings and other specifications, the drawings take precedence over other specifications as to quantity and location and the specifications take precedence over drawings as to quality of materials and workmanship.

4. Review of Work. Any review of the work by the Authority, its other Suppliers, or its partner agencies, including the City of Jacksonville, Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA), is for the sole benefit of the Authority. No such review, acceptance, or approval to proceed to the next level of service, nor the payment of any invoice (including the last invoice, release of retainage, or acceptance of final reports or plans and specifications) shall be deemed to constitute: (1) detailed review or checking of design, details, or accuracy of the Supplier's work; (2) a professional approval by the Authority; or (3) a release of the Supplier from any of its obligations and responsibilities for the accuracy of the plans and specifications. The Authority's review, approval, acceptance of, or payment for any of the services under this Contract shall not constitute a waiver of any of the Authority's rights under this Contract or any cause of action it may have arising out of this Contract.

5. Contract Amendment(s). If any modification to the Contract or a Purchase Order is required, the Parties shall execute an Amendment before the Supplier begins performing any additional or changed tasks associated therewith. Reference herein to the Contract includes all Amendments, if any. The Supplier will only be entitled to adjustments to compensation and/or contract time if such adjustments are included in an Amendment. When possible, all Amendments shall be based upon the previously agreed-to hourly rates or unit costs. In the event that the Supplier and the Authority are not able to reach an agreement as to the amount of compensation to be paid to the Supplier for supplemental or reduced work desired by the Authority, the Supplier shall continue to proceed with the supplemental or reduced work in a timely manner for the amount determined by the Authority to be reasonable. In such event, the Supplier will have the right to submit the dispute to the Vice President of Administration for resolution in accordance with the Disputes Section 9 Paragraph 5 below; however, in no event will the resolution of the dispute through the courts or otherwise, relieve the Supplier from the obligation to timely perform the supplemental work. Notwithstanding the foregoing, the Authority has the right to terminate the Contract if the Parties fail to reach an agreement on an Amendment.

6. Standard of Care and Quality of Goods. The Supplier shall perform (and cause all subcontractors to perform) all services in a manner that is consistent with the level of reasonable care, skill, judgment, and ability provided by others providing a similar type of service in the same geographic area. The standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Contract or any document incorporated or referenced herein, including the Solicitation. Unless otherwise expressly allowed by the specifications, all items furnished by the Supplier in connection with the work performed hereunder must be completely new and free from defects.

7. Guarantee/Warranty. Unless otherwise expressly stated in the specifications, the Supplier shall unconditionally guarantee the materials and workmanship on all equipment and goods furnished by it for a period of One (1) year from date of acceptance of the items delivered and installed. This warranty is in addition to, not in place of any manufacturer warranty. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the Authority are due to faulty design, installation, workmanship, and/or materials, upon notification, the Supplier, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of the Authority. Repairs, replacements or adjustments will be made only at such times as will be designated by the Authority to be the least detrimental to the operation of Authority business.

8. **Personnel.** All of the personnel assigned by the Supplier and all subcontractors shall be qualified and authorized under state and local laws to perform the applicable services, whether by appropriate license, registration, certification, or other authorization. The Supplier shall not change its assigned Project management staff, delete any of the identified subcontractors, or engage additional companies as subcontractors hereunder, without prior written approval of the Authority. Supplier agrees that it will remove from assignment under this Contract any employee or subcontractor, upon request by the Authority, which may be with or without cause. Any such removal shall not necessarily reflect on the capability or competence of the individual or entity so removed. Nothing herein shall affect the status or responsibilities of the Supplier as an independent contractor solely responsible for the method, manner, and means chosen by it to perform hereunder.

9. **Schedule(s).** The Supplier agrees that time is of the essence for the performance of each of the Supplier's obligations hereunder. The Supplier shall complete the work in accordance with the schedule set forth in the Solicitation and provide schedule progress reports, if applicable, in a format acceptable to the Authority and at intervals established by the Authority. The Authority will be entitled at all times to be advised, at its request, as to the status of work being performed by the Supplier and of the details thereof. Either Party may request and be granted a conference. If, at any time prior to completion of the work, the Supplier determines that the work is not progressing according to the schedule, the Supplier shall immediately notify the Authority in writing and shall provide a description of the cause of the delay, the effect on the schedule, and the recommended action to meet the schedule. An extension of time for performance shall be the Supplier's sole and exclusive remedy for any delay of any kind or nature caused by the Authority.

10. **Corrections and Clarifications.** Upon request by the Authority, the Supplier shall promptly make any revisions or corrections that resulted from any error and/or omission by the Supplier or subcontractors, and shall clarify any ambiguities, without additional compensation. Acceptance of the work by the Authority shall not relieve the Supplier of the responsibility for subsequent corrections and clarifications. At any time during any phase of work for which the Supplier or any of its subcontractors has performed services for the Authority, or during any phase of work performed by others, based on data furnished by the Supplier to the Authority, the Supplier shall confer with the Authority for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the Supplier or its subcontractors. The Supplier shall perform all services necessary to correct its or its subcontractors' errors and/or omissions without additional compensation, even though final payment may have been received therefore. If any work or service contains an error, omission, deficiency, or mistake, the Authority may back-charge against the Supplier all reasonable costs incurred in identifying, documenting, and remedying any such error, omission, deficiency, or mistake. Such back-charge amounts may be deducted from any payment(s) due the Supplier. If the payment(s) due the Supplier are not sufficient to cover such amount(s), the Supplier shall pay the difference to the Authority. The Supplier shall be liable, and shall reimburse the Authority, for any and all expenses incurred by the Authority, above those that would normally be experienced if the Supplier's or its subcontractors' errors and/or omissions had not occurred.

II. Compensation, Invoices, and Terms of Payment

1. The Supplier shall deliver invoices to the Authority on a monthly basis for the work performed hereunder, in detail sufficient for a proper pre-audit and post-audit thereof. A written progress report, in format and detail approved by the Authority, shall accompany each invoice.
2. All invoices shall reflect the applicable Proposal prices and shall show details of the computation of the amount requested in a form satisfactory to the Authority. Invoices shall be monthly from the first day of the month to the last day of the month and must be submitted not later than the Tenth (10th) of the following month. Billings of less than One Thousand Dollars (\$1,000.00) shall not be submitted and shall be accumulated to following months' invoice(s), unless the invoice is for the final payment of a work, or Purchase Order, or the fiscal year-end invoice. To assist the Authority with annual financial close-out, the Supplier shall also submit an end-of-the-fiscal-year invoice not later than October 10 of each year for all unbilled services, fees, and costs performed through September 30 of that calendar year.
3. Invoicing for any travel expenses, when authorized by the terms of this Contract and by the Authority's Project Manager, will be in accordance with Section 112.061, Florida Statutes.
4. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Contract will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent federal and state regulations, as applicable, with the understanding that there is no conflict between state regulations and federal regulations in that the more restrictive of the applicable regulations will govern.
5. Records of costs incurred under the terms of this Contract shall be maintained by the Supplier and upon written request, made available to the Authority at all times during the period of this Contract and for Five (5) years after final payment is made for the work pursuant to this Contract. Copies of these documents and records shall be furnished to the Authority upon request.
6. Records of costs incurred will include: (1) the Supplier's general accounting records and Project records; (2) supporting documents and records of the Supplier and all subcontractors within the scope of this Contract; and (3) all other records related to the Contract that are considered necessary by the Authority for a proper audit of costs.

7. The Authority will have the right to retain, out of any payment due the Supplier under this Contract, an amount sufficient to satisfy any amount due and owing to the Authority by the Supplier on this Contract or any other agreement between the Supplier and the Authority. The Authority may withhold payment on any invoice in accordance with the Liquidated Damages provision, if any, or if none, the Authority may withhold the amount of its actual damages when the Supplier is in default under any provision of this Contract, or when the Authority determines that the schedule cannot be met and an extension of time is not warranted. The Authority may also withhold payment when payment from the Supplier is due in connection with indemnification or any other agreement between the Supplier and the Authority. This right to withhold payments will continue until such time as the Authority has been made whole.

8. All invoices requesting payment for subcontractor's services, supplier's services, reimbursable items, or expense items, must have copies of actual invoices or receipts attached which support the amounts invoiced, in such form and with such supporting detail as the Authority may require.

9. The Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the subcontractors, and in accordance with the Supplier's written request, to pay a specific amount directly to a subcontractor. In such event, the Supplier agrees that any such payments shall be treated as a direct payment to the Supplier's account.

10. The Authority shall make payments to the Supplier based upon the approved invoices and supporting documentation and deliverables within **Thirty (30) days** of the receipt by the Authority of a complete invoice. All invoices shall be sent to the attention of the Accounts Payable Office at accountspayable@jtafla.com, and shall include back-up documentation as required by the Authority, including the applicable Supplier Request for Payment Form ("**Attachment C**"). Invoice payment requirements do not start until a properly completed invoice is provided to the Authority. If an invoice is not approved, in whole or in part, the Authority will inform the Supplier of the issue and Supplier will not be paid until the issue has been resolved to the satisfaction of the Authority.

11. When the Project requires DBE participation, a copy of the invoice and all supporting DBE documentation must be emailed to DBE1@jtafla.com. Failure to submit required DBE documentation may result in a delay in payment. Details of the required DBE supporting documentation are included in Section 13, Paragraph 5 herein.

12. Prompt Payment Discounts. Discounts for early payment may be offered either in the original Proposal or on individual invoices submitted under the Contract. Discounts that are included in the Proposal become a part of the Contract and are binding on the Supplier for all invoices submitted under the Contract. If the Supplier has offered a prompt payment discount, the Authority will only apply discounts that equal or exceed Two Percent (2%) of the invoice amount, for payments that are made between Ten (10) and Twenty-Nine (29) days after the Authority's receipt of a complete, acceptable invoice. For purposes of this Paragraph, time shall be computed from the date the invoice was received by the Authority and payment shall be considered to have been made on the date which appears on the payment check.

13. All compensation for services under a particular work or Purchase Order is subject to and contingent upon the availability of the federal, state, and/or local funding source that is applicable to the work or Purchase Order.

14. The acceptance of final payment by the Supplier shall be a full release of the Authority and its members, officers, agents, and employees for any and all claims arising out of or relating to this Contract. The Supplier hereby waives all indirect, incidentals, special, and consequential damages in any proceeding arising out of or relating to this Contract.

III. Ownership of Documents and Inspection of Work

1. When the Contract requires services, all correspondence, documents, drafts, data compilations and tabulations, research, analysis, plans, reports, and work product of any kind, in any medium, submitted to or prepared by or for the Supplier in connection with this Contract, are the sole property of the Authority and shall be scanned into electronic format and provided to the Authority in an indexed, logical, searchable format on computer Compact Disks (CDs) or other format acceptable to the Authority. Such correspondence must be provided to the Authority within Thirty (30) days of the close-out of the assigned Project and must be received before the Authority will release final payment to the Supplier. The original documents shall be maintained by the Supplier for a period of Five (5) years after the completion of final payment by the Authority. Thereafter, or upon termination of this Contract for any reason, such records shall immediately be delivered to the Authority.

2. The Authority will have the right to visit the Supplier's site for inspection of the Supplier's work at any time during reasonable work hours. In addition to the inspection and audit rights set forth herein, the Authority, its agents, and employees may perform inspections of the work at any reasonable time and at any stage of production. Such inspection or failure to inspect on any occasion shall not affect the Authority's rights, or the Supplier's obligations, under warranty or other provisions of this Contract, nor shall such inspection be deemed acceptance of services.

IV. Term of Contract and Termination

1. This Contract shall commence upon execution by the Authority and shall be effective until XXXX XX, 20XX. This Contract may be extended for Four (4) successive One (1) year periods at the option of the Authority.
2. The Authority may terminate this Contract, in whole or in part, by delivering to the Supplier a written Notice of Termination. The Authority may terminate the Contract for its convenience or for failure of the Supplier to fulfill any of its obligations hereunder, including without limitation, the Supplier's failure to complete work within the required time or the Supplier's failure to diligently proceed with the work to the satisfaction of the Authority. The Supplier shall have the opportunity to affect a remedy within Fifteen (15) days of the Notice of Termination. Upon the Supplier's receipt of a written Notice of Termination from the Authority, the Supplier shall: (1) immediately stop all further work unless otherwise directed in writing by the Authority as no compensation shall be paid for any work performed after receipt of such notice (provided however that expense of a nature which cannot be immediately terminated shall be reimbursed at the minimum amount which may reasonably be arranged for such termination, if the Authority concurs); and (2) deliver to the Authority's Project Manager copies of all data, drawings, specifications, reports, estimates, summaries, and other information and materials prepared while performing this Contract, whether completed or in process, in both paper and electronic formats acceptable to the Authority. In addition, if the Supplier has possession of Authority goods, it shall immediately provide the Authority with an accounting of same and protect and preserve those goods until surrendered to the Authority or its agent(s) or otherwise disposed of as directed by the Authority.
3. These termination provisions shall be made a part of all subcontracts under this Contract.
4. After the effective date of the Notice of Termination, the Authority will only pay for work/services already performed and goods already delivered and accepted in accordance with the terms of the Contract. At the discretion of the Authority, the Authority may make an equitable adjustment to the compensation due to the Supplier, but under no circumstances shall the Supplier be entitled to payment for any anticipatory profit, for work/services not yet performed, or for goods not accepted by the Authority.
5. The Supplier's obligations to the Authority that arise from the Supplier's improper acts or omissions shall survive the termination of this Contract.
6. In the event that termination is due to default or breach by the Supplier, the Authority may take over and complete the work. In such case, the Supplier shall be liable to the Authority for any additional cost occasioned thereby.

7. Should the Supplier: (1) fail to comply with any federal, state, or local law or regulation, including FTA circular 4220.1F as revised, and 49 CFR Part 18, if applicable; (2) fail to comply with any condition of this Contract; or (3) fail to complete the required work or furnish the required materials within the time required, the Authority reserves the right to purchase in the open market, or to take over and complete, the required item/work at the expense of the Supplier without waiving any right against the Supplier or its Surety, if any.

8. If the total value of the Contract exceeds One Million Dollars (\$1,000,000.00), the Authority may terminate the Contract if the Authority determines that the Supplier: (1) submitted a false certification required by Florida Statutes § 287.135; (2) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (3) has been engaged in business operations in Syria.

9. For the purposes of this Contract, an event of insolvency with respect to either Party hereto shall be deemed to be a default under this Contract by such Party. The term "event of insolvency" shall mean any of the following:

- a) The insolvency;
- b) The making of a general assignment for the benefit of creditors, the appointment of a receiver for the business or assets of such entity, or the application for the appointment of a receiver therefore;
- c) The filing of a petition by or on behalf of, or against such person or business in any bankruptcy court or under any bankruptcy or insolvency law; or
- d) The dissolution, liquidation or winding up of business.

V. Records and Audit

1. The Supplier agrees to maintain appropriate records with respect to work performed and other items reimbursable hereunder, and such records shall be supported by payrolls, invoices, vouchers, and other documents evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, and other documents pertaining in whole or in part to the work shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents not related to the work.

2. The Supplier shall provide access to records and reports in accordance with the following which are incorporated herein by reference: 49 U.S.C. 5325, 49 CFR 18.36(i), and 49 CFR 633.17, as applicable.

3. The Supplier shall permit the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these

agencies to inspect and audit all technical and economic Project data and records of the Supplier relating to its performance and its subcontracts under this Contract from the date of Contract through and until the expiration of Five (5) years after completion or termination of the Contract, except in the event of litigation or settlement of claims arising from performance of this Contract, in which case the Supplier agrees to maintain same until all said and affected agencies and their authorized representatives have disposed of all such litigation, appeals, claims, or exceptions related thereto.

4. The Supplier shall provide, upon receipt of reasonable notice, free access to its books and records by the proper officers and representatives of the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies during reasonable business hours. Further, the said agencies and their authorized representatives shall have the right, pursuant to an inspection, to review, audit, reproduce, or copy excerpts and transcriptions therefrom as necessary, and to inspect all work data, documents, proceedings, and activities related to this Contract. The Supplier shall include provisions similar to this Paragraph in all subcontracts which it awards, including, but not limited to, the additional provisions of allowing the Supplier, the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies equal access to subcontractors' books and records.

VI. Conflict of Interest

1. The Supplier shall not promise any employee of the Authority, whose duties include matters relating to or affecting the subject matter of this Contract, compensation of any kind or nature from the Supplier, while such employee is employed by the Authority, or for One (1) year thereafter.

2. The Supplier affirms that it will not take part in any activities that will be a conflict of interest with the Authority or that would appear to compromise the integrity of the Authority. The Supplier shall provide written notice to the Authority immediately upon occurrence or first identification of any potential conflict-of-interest situation.

3. Upon request by the Authority, the Supplier shall execute any Conflict-of-Interest Certification that may be required.

VII. Debarred Proposers

The Supplier has a continuing obligation to inform the Authority whether it is or has been placed on any debarred, suspended, or excluded parties list maintained by the United States Government or the State of Florida. Should the Supplier, including any of its officers or holders of a controlling interest, be included on such a list during the performance of this Contract, the Supplier shall immediately inform the Authority. This obligation must be included in all subcontracts.

VIII. Indemnification

1. To the fullest extent permitted by law, the Supplier shall indemnify and hold harmless the Authority and its Board of Directors, officers, and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Supplier and other persons or entities employed or utilized by Supplier in the performance of this Contract. The provisions of this Paragraph shall survive the termination of this Contract. The indemnification obligation hereunder shall not be limited in any way by amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefits acts, or other employee benefit acts.

2. In the event applicable law renders any provision of this Section unenforceable, then solely to the extent necessary to conform such provision to the requirements of law to remedy such unenforceable matter, such provision is deemed revised so as to be enforceable under law.

3. In addition to the Supplier's indemnification obligation, the Supplier shall be responsible for all liability for loss or damages, and it shall also be responsible for the payment of any fines imposed by any federal, state, or local agency as a result of the Supplier's actions or failure to act.

IX. Disputes, Defaults and Remedies

1. Upon a breach of any of the obligations of the Supplier or the Authority hereunder, the non-breaching Party shall have all of the rights and remedies provided under law, including, but not limited to the rights and remedies under the Uniform Commercial Code as in effect in the State of Florida, if applicable, as well as those referenced in 49 CFR Part 18 and FTA Circular 4220.1F, as revised. In addition, the non-breaching Party shall have all of the other rights and remedies specified elsewhere in this Contract.

2. During any dispute, unless otherwise directed by the Authority, the Supplier shall continue to diligently perform the work while matters in dispute are outstanding, unless a Notice of Termination has been issued by the Authority.

3. Should the Supplier suffer injury or damage to person or property because of any act or omission of the Authority, or any of the Authority's employees, agents, or others for whose acts the Authority is legally liable, a claim for damages therefore shall be made in writing to the Authority within Fourteen (14) days after the first observance of such injury or damage. The failure to timely submit a written claim shall result in a waiver the Supplier's claim.

4. Disputes arising in the performance of this Contract shall be decided in writing by the Authority's Vice President of Administration, and the decision rendered shall be final and conclusive for the Authority.

5. **Mandatory Mediation.** All disputes arising out of or relating to this Contract shall be subject to mandatory pre-suit mediation under the auspices of a mediator to be selected by the Parties. Mediation must occur before a lawsuit is filed. Discovery prior to the scheduled mediation shall be limited to One (1) request for production of documents and Two (2) depositions per Party not exceeding Eight (8) hours total time per deposition. Each Party shall equally bear the costs of mediation and shall be solely responsible for its own attorneys' fees and other legal costs prior to and during the mediation process. In the event the case does not settle at mediation, the Parties may re-depose either or both witnesses on non-repetitive matters. The Supplier acknowledges that the Authority may not have present at any such mediation a person or persons authorized to bind the Authority. If the mediation fails to produce a settlement, and the amount in controversy is below Seventy-Five Thousand Dollars (\$75,000.00), the Parties may agree to submit the dispute to fast-track arbitration with an AAA arbitration panel.

X. Insurance

1. Insurance.

A. The Supplier shall, at its own expense, procure and maintain throughout the duration of this Contract, the types and amount of insurance coverage, limits, and endorsements conforming to the minimum requirements set forth herein and in the Solicitation. The Supplier shall not commence work until the required insurance is in force and the Certificate of Insurance has been provided to and approved by the Authority. The insurance policies must include the Authority as an Additional Insured in the General Liability and Commercial Auto policies, and must include a provision allowing for a minimum of Thirty (30) days WRITTEN NOTICE OF CANCELLATION OR ADVERSE MATERIAL CHANGE to be provided to the Authority for all coverages. Until such insurance is no longer required by this Contract, the Supplier shall provide the Authority with renewal/replacement evidence of insurance at least Thirty (30) days prior to the expiration of termination of such insurance. Said insurance shall be written by an insurer who holds a current Certificate of Authority pursuant to Chapter 624, Florida Statutes, and who has a most recently published rating by A.M. Best & Company of "A" or better. The insurance requirements contained herein, as well as the Authority's review or acceptance of insurance maintained by the Supplier, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Supplier under this Contract.

B. **Minimum Insurance Requirements.** Supplier shall maintain limits no less than:

i. **Commercial General Liability Insurance.** Supplier shall indicate

whether the coverage is provided on a claims-made or occurrence basis. The minimum limits of insurance shall include the following:

- a) CGL policy not endorsed with exclusion –Damage to Work performed by Subcontractors on Your Behalf (CG2294 or CG2295)
- b) CGL policy not endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)
- c) CGL policy not endorsed with Exclusion – Damage to Premises Rented to you (CG2145)
- d) CGL policy shall include broad form contractual liability coverage for the Supplier's covenants to and indemnification of the Authority under this Contract

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Fire Damage

ii. Business Automobile Liability Insurance: The minimum limit shall be \$1,000,000 per accident for bodily injury or property damage. The insurance shall include coverage for the following:

- a) Owned/Leased Autos
- b) Non-Owned Autos
- c) Hired Autos

iii. Professional Liability Insurance: The minimum liability limit shall be \$1,000,000 per claim and \$1,000,000 General Aggregate. Such insurance shall cover liability for errors and omissions in the performance of professional services, as set forth herein, to the extent caused in whole or in part by the acts, errors, or omissions, negligent or otherwise, of the Supplier, its employees, agents, or representatives, or the acts, errors, or omissions, negligent or otherwise, of any subcontractors, or subcontractor's employees, agents, or representatives. Professional Liability Coverage shall be provided on an Occurrence Form or a Claims-Made Form with a retroactive date equal to or prior to the date of this Contract with a Three (3) year reporting option beyond the annual expiration date of the policy.

iv. Workers' Compensation and Employer's Liability Insurance: Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes and any applicable Federal or state Law.

Part Two of the Standard Workers' Compensation Policy shall include the following minimum limit of liability:

\$500,000 Each Accident Bodily Injury by Accident
 \$500,000 Policy Limit Bodily Injury by Disease
 \$500,000 Each Employee Bodily Injury by Disease

v. Umbrella/Excess Liability: All referenced coverages must be included in the schedule of underlying coverages (except Professional Liability and Workers' Compensation). This coverage will be no more restrictive than the underlying coverages and shall have a minimum \$2,000,000 Each Occurrence/ \$2,000,000 General Aggregate Limit of Liability.

vi. Valuable Papers and Records: The Supplier must obtain Valuable Papers and Records coverage in an amount not less than \$100,000. The Authority, members of its Board of Directors, committees, officers, agents, employees, and volunteers shall be named as Additional Insureds.

vii. Pollution Insurance: Pollution Insurance must be obtained in an amount not less than \$1,000,000, and shall be maintained by any Supplier performing environmental and/or other investigations involving excavation, drilling, or other site disturbance activities.

C. Deductibles and Self-Insured Retentions. Deductibles and self-insured retentions up to \$25,000 are acceptable to the Authority for work under this Contract. Any deductible above \$25,000 must be approved in writing by the Authority prior to entering into this Contract and shall be clearly stated on the Certificate of Insurance. If the deductibles and self-insured retentions are not acceptable to the Authority, the Supplier shall procure a letter of credit or other evidence of financial responsibility guaranteeing payment for losses, related investigation, claim administration, and defense expenses.

D. Other Insurance Provisions.

a. Commercial General Liability, Automobile Liability Coverages:

i. The Authority, members of its Board of Directors, committees, officers, agents, employees, and volunteers are to be included as Additional Insureds with respect to liability arising out of: activities performed by or on behalf of the Supplier; products and completed operations of the Supplier; premises owned, leased, or used by the Supplier; or premises on which Supplier is performing services on behalf of the Authority. The coverage shall contain no special limitations on the scope of protection afforded to the Authority, members of its Board of Directors, committees, officers, agents, employees, and volunteers.

ii. The Supplier's insurance coverage shall be primary insurance with respect to the Authority, members of its Board of Directors, committees, officers, agents, employees, and volunteers. Any insurance or self-

insurance maintained by the Authority, members of its Board of Directors, committees, officers, agents, employees, and volunteers shall be excess of the Supplier's insurance and shall not contribute with it.

- iii. Any failure to comply with reporting provisions of the policies shall not affect the coverage provided to the Authority, members of its Board of Directors, committees, officers, agents, employees, and volunteers.
- iv. Coverage must state that Supplier's insurance shall apply separately to each insured against whom a claim is made or against whom suit is brought, except with respect to the limits of the insurer's liability.

- b. Workers' Compensation and Employer's Liability and General Liability Coverage Waiver. The Supplier shall provide the Authority with a waiver from the insurer: such waiver must waive all of the insurer's rights of subrogation against the Authority, members of its Board of Directors, committees, officers, agents, employees, and volunteers for losses arising from activities and operations of the Supplier for performance of services under this Contract.

c. All Coverages:

(1) Each insurance policy required by this Contract shall be endorsed to state that no material change or cancellation, including expiration and non-renewal of coverage, shall be effective until after at least Thirty (30) days written notice has been given to: Jacksonville Transportation Authority, ATTN: Contracts & Procurement Manager, 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202.

(2) Failure to maintain a current Certificate of Insurance on file with the Authority will be grounds for withholding or rejecting payment of invoices.

(3) Notwithstanding the prior submission of a Certificate of Insurance, if requested by the Authority, the Supplier shall, within Thirty (30) days after receipt of a written request from the Authority, provide the Authority with a certified complete copy of the policies providing the coverage required.

(4) If Supplier, for any reason, fails to maintain insurance coverage, which is required pursuant to this Contract, such event shall be deemed a material breach of this Contract. The Authority, at its sole discretion, may terminate this Contract and obtain damages from the Supplier resulting from said breach. Alternatively, the Authority may purchase such required insurance (but has no special obligation to do so) and without further notice to Supplier, the Authority may deduct from sums due to Supplier any premium costs advanced by the Authority for such insurance.

(5) It is the Supplier's responsibility to ensure that its subcontractors are covered under the required insurance limits. The Supplier may either require its subcontractors to purchase insurance coverage set forth herein individually, or it may include the subcontractor under the Supplier's insurance program.

(6) Neither approval by the Authority nor failure to disapprove the insurance furnished by the Supplier shall relieve the Supplier of the Supplier's full responsibility to obtain and maintain the insurance policies as required by this Contract.

(7) Compliance with the insurance requirements of this Contract shall not limit the liability of the Supplier. Any remedy provided to the Authority, members of its Board of Directors, committees, officers, agents, employees, and volunteers by the insurance policies shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

(8) The cost of insurance shall be included in the Supplier's fees, and there shall not be any further compensation or reimbursement therefore.

XI. Public Entity Crimes

The Authority reserves the right to terminate this Contract effective immediately upon written notice in the event that the Supplier or any of its affiliate(s) are placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes. For purposes hereof, "affiliate" shall have the meaning set forth in Section 287.133(1)(a), Florida Statutes. The Supplier shall advise the Authority promptly after conviction of any "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, applicable to the Supplier or any of its affiliate(s).

XII. Equal Employment Opportunity and Nondiscrimination

1. The Supplier will comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, creed, color, sex, sexual orientation, gender identity, national origin, age, disability, religion, or family status in the performance of work under this Contract. The Supplier assures that it will comply with pertinent statutes, executive orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, sex, sexual orientation, gender identity, national origin, age, disability, religion, or family status be excluded from participating in any activity conducted under this Contract. This provision binds the Supplier from the Solicitation period through the completion of the Contract.

2. The Supplier shall permit access to its books, records, accounts, other sources of information, and its facilities, as may be determined by the Authority to be pertinent to ascertain compliance with this Section.

XIII. Disadvantaged Business Enterprise (DBE) Participation

1. Disadvantaged Business Enterprise Participation. The minimum goal for the participation of DBE firms under this Contract is to achieve the Supplier's proposed DBE participation rate of Twenty-five Percent (25%) that is set forth in its Proposal. To be counted toward that requirement, firms must be certified as DBE by the Florida Uniform Certification Program (UCP) in accordance with 49 CFR Part 26, which is deemed incorporated by reference into this Contract (copy available from the Authority's Diversity and Equity Manager).

2. DBE subcontractors. When the Solicitation required the submission of “**Attachment B**”, each of the firms identified as a DBE firm shall be and shall remain certified as such in compliance with 49 CFR Part 26. Such firms (or firms substituted or added with the prior written consent of the Authority) shall collectively be utilized in the provision of services to achieve the Supplier's above-referenced annual aggregate DBE participation rate.

3. DBE Liaison. The Supplier shall comply in all respects with the Authority's DBE program. It is the Supplier's responsibility to ensure the intentions and interests of the Authority's DBE program are implemented. In order to make certain the policies are carried out in a responsible manner, the Supplier must appoint a high-level official to administer and coordinate the implementation of these policies. The provisions outlined in this Contract are applicable to all subcontracting arrangements under this Contract.

4. Affirmative Steps and Records. In accordance with 49 CFR 18.36(e), the Supplier shall take all necessary affirmative steps to assure that minority firms and women's

business enterprises are used when possible. Affirmative steps shall include: (i) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

The Supplier must maintain the following records concerning DBE participation with respect to this Contract for at least Five (5) years following the completion of the work:

- All subcontractor/supplier subcontracts, including subcontracts with DBEs;
- Documentation developed during the identification and award of such subcontracts to DBE firms, including, but not limited to, copies of executed subcontracts enacted with Project participants.

5. Financial Reporting Requirements. When a DBE goal has been established, the Supplier shall submit monthly reports detailing payments to all subcontractors and suppliers, both DBE and non-DBE, in a format that is acceptable to the Authority. The Supplier shall fully cooperate with all audits, whenever performed. Failure to comply with these mandates may result in an unsatisfactory audit analysis and may have a bearing on future consideration for the award of Authority agreements.

“Attachment C”, the Supplier Request for Payment Form, must be submitted with every invoice presented for progress or final payment, and must show the portion of the invoice due to each subcontractor (DBE and Non-DBE). In addition, when applicable, the Supplier must submit a report detailing the following information as it relates to invoices received from its DBE-certified subcontractors:

1. The value of the work actually performed by the DBE employees and representatives; and
2. The entire amount of the DBE subcontractor's portion of the invoice. This includes, but is not limited to, the cost of supplies and materials obtained for work on the subcontract, including supplies and equipment leased and/or purchased from sources other than the Supplier and/or its affiliates.

When applicable, the Supplier shall also report the entire amount of compensation paid to each DBE for the following:

1. All bona fide services, including professional, technical, Supplier, and managerial services; and
2. The costs of providing bonds or insurance specifically required for the

performance of the subcontract, provided these fees do not exceed what is deemed reasonable and customary for services of this type.

All supporting DBE documentation including but not limited to the invoice, the monthly reports detailing payments made to DBE subcontractors, and the Supplier Request for Payment Form included as “Attachment C” must be emailed to DBE1@jtafla.com. Failure to submit the required documentation may result in a delay in payment.

This contract is subject to contract compliance payment tracking, and the prime contractor and any DBE subcontractors shall provide any noted and/or requested contract compliance-related payment data electronically in the B2GNow Contract Compliance Program System. The prime contractor and all DBE subcontractors are responsible for responding by any noted response audit date or due date to any instructions or request for information, and to check the B2GNow Contract Compliance Program System on a regular basis. The prime contractor is responsible for ensuring all DBE subcontractors have completed all requested items and that their contact information is up-to-date.

Access information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract. The B2GNow Contract Compliance Program System is web-based and Contract Compliance Reporting – Vendor Training and can be accessed at the following Internet address: <https://jtafla.dbesystem.com/FrontEnd/EventList.asp>.

6. DBE sub subcontractors. At times, due to the size of a subcontract, a DBE may choose to enter into alternate arrangements with other businesses. Reporting of work done and applied towards DBE goals for the Project is limited by the following constraints:

- If a DBE subcontracts a portion of its contracted responsibilities to another business, that business must also be a DBE in order for the value of the work to be counted towards the DBE participation goals established by the Authority.
- If the DBE participates in the work as part of a joint venture, only that portion of the work done by the DBE shall be reported towards DBE goals.

7. **Modifications and Substitutions.** The Supplier shall not make any modification, change or substitution of subcontractors as outlined in the Proposal, without the knowledge and consent of the Authority's DBE Office. In the event that any of such firms identified by the Supplier in its “**Attachment B**” become unavailable therefore, the Supplier shall replace such firm with another similarly designated firm. Such replacement, including by the Supplier’s own forces, may only be made with the prior written approval of the Authority, which may be withheld in the event that the Authority determines, in its sole discretion, that the Supplier has not made good faith efforts to either work with the subcontractor for whom replacement is sought or to find a minority certified replacement (under the appropriate program) for such subcontractor.

If the Supplier desires to terminate or substitute a DBE subcontractor listed in its “**Attachment B**” and intends to perform the work of the terminated DBE subcontractor with either its own forces or those of another subcontractor, it must first submit to the Authority’s DBE Office a Request for Approval of Change to Original List of Subcontractors, along with written documentation explaining the specific reasons for the change. The Supplier must obtain approval from the Authority prior to the substitution of the original DBE subcontractor. If a terminated DBE subcontractor is substituted by another DBE subcontractor, the Supplier should include the name, address, certification number, and principal office of the proposed DBE business. The Supplier must make good faith efforts to replace one DBE with another.

In the event that the Supplier is unable to contract with another DBE business, Good Faith Effort documentation must be provided to the Authority, describing the attempts to locate a substitute DBE. In all situations, the Supplier may not terminate or substitute a DBE subcontractor without the prior written consent of the Authority's DBE Office. If the Authority approves the proposed substitution in writing, the Supplier shall execute a subcontract with the proposed DBE business upon receipt of the substitution approval. If the change involves a modification to the original list of subcontractors, the Supplier must submit, if applicable, a completed Intent to Perform as a DBE Subcontractor Form for any DBE subcontractor added by the change.

8. **Compliance and Enforcement.** Before final payment will be made by the Authority, the Supplier shall provide the final accounting of DBE participation. The Authority may withhold payment to the Supplier pending compliance with this closeout requirement. Any reduction or change by the Supplier in a DBE subcontract, in the total DBE participation, or in DBE subcontractors, without the prior written approval of the Authority's DBE Office, will be considered an unauthorized DBE subcontractor substitution and will not be counted as participation. A DBE subcontract dollar value that is decreased by a change order or Amendment issued by the Authority will not constitute an unauthorized subcontractor substitution. The Supplier’s failure to comply with the DBE participation requirements or any other part of the DBE program may result in termination of the Contract and may also result in the Authority issuing an unfavorable performance review of the Supplier. The Authority may consider the Supplier’s failure to comply when evaluating the Supplier for subsequent contracts and work orders. The Supplier may submit an explanation to be retained with the Contract file to document the reasons for its failure to comply with the DBE requirements.

XIV. Drug-Free Workplace

The Supplier and its subcontractors shall maintain a drug-free workplace and otherwise comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C. §§ 701-707. Without in any way limiting the foregoing, the Supplier and its subcontractors shall provide a drug-free workplace by:

1. Publishing a statement: (1) notifying employees that unlawfully manufacturing, distributing, dispensing, possessing, or using a controlled substance in the Supplier's (subcontractors') workplace is prohibited; and (2) specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Supplier's (subcontractors') policy of maintaining a drug-free workplace;
 - c. Any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of this Contract be given a copy of the statement required by Paragraph (1);
4. Notifying the employee in the statement required by Paragraph (1) that, as a condition of employment under this Contract, the employee will abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than Five (5) days after such a conviction;
5. Notifying the Authority within Ten (10) days of receiving notice under Paragraph (4) from an employee, or within Ten (10) days of otherwise receiving actual notice of an employee's conviction;
6. Taking one of the following actions, within Thirty (30) days of receiving notice under Paragraph (5), with respect to any employee so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such an employee to satisfactorily participate in and complete a drug-abuse assistance or rehabilitation program that is

approved by a federal, state, or local health or law enforcement agency, or other appropriate agency as may be the case; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (1), (2), (3), (4), (5) and (6).

XV. Subcontracts

1. The Supplier shall be fully responsible for the performance of all services under this Contract, including when the services are performed by a subcontractor or supplier. At all times, the Supplier shall be responsible for the effort, activity, and quality of services of its subcontractors and suppliers, and at no time shall the Authority have any responsibility for or contractual relationship with any such subcontractors or suppliers, whether by reason of the above-stated references, consent, approval, or otherwise.

2. The Supplier shall utilize those subcontractors who were identified in its Proposal, except that the Supplier shall not subcontract with a proposed person or entity to whom the Authority has made reasonable and timely objection.

3. When the subcontract is to provide services, the subcontract shall include the specific key staff members, man-hours, rates, tasks assigned, and all other costs and compensation associated with carrying out the services.

4. The Supplier shall insert the appropriate provisions from the Solicitation and this Contract in all subcontracts under this Contract. Including all clauses found in Section VI of this solicitation.

5. **Prompt Payment.** The Supplier shall pay all funds due to subcontractors (including vendors and suppliers) **within Seven (7) days** of receipt of payment from the Authority, unless the Supplier has informed the Authority that there is a good faith dispute between the Supplier and the subcontractor. The Supplier shall maintain records of payments to all subcontractors for Five (5) years following the completion or termination of this Contract, and records of such shall be made available to the Authority immediately upon request. The Supplier shall report to the Authority, on the form included as “**Attachment C**”, the portion of each payment made by the Authority (directly or indirectly) which is owed by the Supplier to a subcontractor, and whether such subcontractor is or is not a DBE firm.

XVI. Non-exclusive Contract

This Contract is not exclusive. The Authority expressly reserves the right to contract for performance of services such as those described herein, and in the Solicitation, with other Suppliers.

XVII. No Waiver

Failure by either Party to insist upon strict performance of any of the provisions herein; failure or delay by either Party in exercising any rights or remedies provided herein or by law; the Authority's payment in whole or in part for services hereunder; or any purported oral modification or rescission of this Contract by an employee or agent of either Party shall not: (1) release either Party of any of its obligations hereunder; (2) be deemed a waiver of the rights of either Party to insist upon strict performance hereof; (3) be deemed a waiver of any of either Party's rights or remedies under this Contract or by law; or (4) operate as a waiver of any of the provisions hereof or constitute acquiescence therein. No waiver of any default or breach hereunder shall extend to or affect any subsequent or existing default or breach.

XVIII. Public Records and Related Inquiries

1. The Supplier acknowledges that the Authority is subject to the Florida Public Records Law, the Government in the Sunshine Act, and possibly the Freedom of Information Act (FOIA), and that in compliance therewith, at the sole discretion of the Authority, the Authority may disseminate or make available to any person, without the consent of the Supplier, information regarding this Contract, including but not limited to information in the: responses; requirements; specifications; drawings; sketches; schematics; models; samples; tools; computer or other apparatus programs; or technical information or data, whether electronic, written, or oral, furnished by the Supplier to the Authority under this Contract, and that copies of work products and related materials prepared or received by the Supplier under this Contract are public records.

2. The Supplier shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Supplier in conjunction with this Contract. Specifically, if the Supplier is acting on behalf of the Authority, the Supplier shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services being performed by the Supplier;
- b. Provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records; transfer, at no cost to the Authority, all public records in possession of the Supplier upon termination of this Contract; and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

3. The Supplier shall immediately provide the Authority with a copy of any Request to Inspect or Copy Public Records in possession of the Supplier and the Supplier shall also promptly provide the Authority with a copy of the proposed response to each such request. No release of any such records by the Supplier shall be made without approval of the Authority. The Supplier's failure to grant approved public access will be grounds for immediate termination of this Contract by the Authority.

4. Media and Other Inquiries. All media and other inquiries concerning the services shall be directed to the Authority's Vice President, External Affairs. The Supplier shall not make any statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, without the Authority's written consent. However, the Supplier may communicate directly with public agencies when required to do so as part of the services to be performed hereunder.

XIX. Contract Administration

1. Notices. Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Contract shall be given or made by the Supplier or the Authority in writing and shall be given by hand delivery, telegram, or similar communication, or by certified or registered mail (return receipt requested), and addressed to the respective Parties set forth below. Such notices shall be deemed to have been given in the case of telegrams or similar communications when sent, and in the case of certified or registered mail, on the Third (3rd) day after such communication has been deposited in the United States mail with postage prepaid.

To Authority: Jacksonville Transportation Authority
Contracts & Procurement Manager
121 West Forsyth Street, Suite 200
Jacksonville, Florida 32202

To Supplier: (Supplier name, PM and address)

The above addresses may be changed at any time by giving Thirty (30) days prior notice as provided above.

2. Entire Agreement. This Contract shall constitute the entire agreement between the Authority and the Supplier relating to the work.

3. Supplier is not Authority's Agent. The Supplier is not authorized to act as the Authority's agent and shall have no authority, expressed or implied, to act for or bind the Authority, unless otherwise expressly set forth for a particular purpose in a separate writing by the Authority.

4. Compliance with Supplier Code of Business Conduct. The Supplier shall, at all times throughout the duration of this Contract, comply with the Authority's Supplier Code of Business Conduct which is made a part hereof by reference. Failure of the Supplier to abide by the Supplier Code of Business Conduct may lead to disciplinary measures commensurate with the violation, including but not limited to termination of this Contract.

5. Compliance with Nondiscrimination and Other Laws. The Supplier shall comply with the regulations relative to nondiscrimination in federally assisted programs of the DOT Title 49, CFR, Part 21, as they may be amended from time to time, which are hereby incorporated herein by reference and made a part of this Contract. The Supplier shall also comply with the following civil rights regulations, as may be amended from time to time, which are incorporated herein by reference: 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, and 41 CFR Part 60. The Supplier, at its sole cost and expense, shall comply with applicable laws, regulations, ordinances, and rules of governmental agencies (including as applicable, the FHWA, FTA, OSHA, applicable State of Florida agencies, including the FDOT, the St. Johns River Water Management District (SJRWMD), the Authority, and the City of Jacksonville (CoJ)). Supplier shall secure all required licenses and permits necessary to the performance of the work at its sole cost and expense.

6. Compliance with Federal Regulations. The Supplier shall comply with all federal lobbying regulations as referenced in the Solicitation, including but not limited to: 31 U.S.C. 1352, 49 CFR Part 19, and 49 CFR Part 20. The Supplier shall comply with all federal clean air regulations including but not limited to: 42 U.S.C. 7401, 40 CFR 15.61, and 49 CFR Part 18. The Supplier shall also comply with all energy conservation requirements including but not limited to: 42 U.S.C. 6321 and 49 CFR Part 18. In addition, the Supplier shall comply with all cargo preference requirements as referenced in the Solicitation, including but not limited to: 46 U.S.C. 1241 and 46 CFR 381. The Supplier shall also comply with all clean water regulations issued pursuant to 33 U.S.C. 1251. Lastly, the Supplier shall abide by all federal change requirements as explained in 49 CFR Part 18 which is incorporated herein by reference.

7. Governing Laws. This Contract and the rights of all Parties hereunder shall be construed and enforced in accordance with the laws of the State of Florida.

8. Severability. If any provision of this Contract is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

9. Advertising. The Supplier will not use the name of the Authority or quote the opinion of any employees of the Authority or refer to the Authority directly or indirectly in any promotional literature or correspondence, news release, advertisement, or release to any professional or trade publications without receiving specific written approval for such use or release from the Authority. However, this Paragraph will in no way limit the Supplier's ability to satisfy any governmental required disclosure of its relationship with the Authority.

10. Assignments. This Contract is binding upon the Parties hereto and their respective successors and assigns. The Supplier shall not assign, sell, or transfer its interest in this Contract without the Authority's express written consent. Any such assignment by the Supplier must contain a provision allowing the Authority to assert against any assignee, any and all defenses, setoffs, or counterclaims which the Authority would be entitled to assert against the Supplier.

11. Modifications. This Contract may be modified or amended only by a writing signed by each of the Parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing, or modifying this Contract. No additional services shall be performed until such additional services are provided for in an Amendment executed by both Parties.

12. Force Majeure. Neither the Authority nor the Supplier shall be liable for any delay or failure in performance solely caused by acts beyond such Party's control, including, without limitation, acts of God, war, vandalism, strikes, labor disputes, sabotage, hurricanes, fires, floods, acts of governmental agencies, or unforeseen interruptions of utility services.

13. Consent to Jurisdiction. The Supplier and the Authority agree that any suit, action, or other legal proceeding arising out of or relating to this Contract shall be brought in the Circuit Court of Duval County, and each Party hereby consents to the jurisdiction of each such court over any such suit, action, or proceeding, and waives any objection which it or they may have to the laying of venue of any such suit, action, or proceeding, and any of such courts. This provision is a material inducement for the Authority and the Supplier entering into the transactions contemplated hereby.

14. Prevailing Party Attorneys' Fees. In the event one Party shall prevail in any action (including appellate proceedings) at law or in equity arising hereunder, the losing Party will pay all costs, expenses, reasonable attorneys' fees, and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal proceeding, including, but not limited to, those for paralegal, investigative, and legal support services, and actual fees charged by expert witnesses for testimony and analysis incurred by the prevailing Party referable thereto.

15. **Member Protection.** No recourse under or upon any obligation, covenant, or agreement contained in this Contract or any other agreements or documents pertaining to the work, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against the Authority or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, whether under or independent of this Contract, shall be had against any Board Member, officer, employee or agent, as such, past, present or future, of the Authority either directly or indirectly, for any claim arising out of this Contract, or for any sum that may be due and unpaid by the Authority. Any and all personal liability of every nature, whether at common law, in equity, by statute, by constitution or otherwise, of any Authority member, officer, employee, or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Contract, or for the payment for or to the Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Contract.

16. **No Third-Party Beneficiaries.** The Parties hereby set forth their intention that there are not and never shall be any third-party beneficiaries of this Contract or of any work or Purchase Order authorized hereunder. The Parties expressly intend that the Authority has no obligation to or relationship with any subcontractor that may be utilized by Supplier.

17. **Counterparts.** This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts will together constitute one and the same instrument.

18. **Attachments.** The following attachments are hereby incorporated into this Contract as part hereof as though fully set forth herein.

Attachment A, Scope of Work

Attachment B, Schedule of SubSuppliers/Subcontractors Form

Attachment C, Supplier's Request for Payment Form

Attachment D, Required Forms

Attachment E, Required Clauses for FTA-Assisted Contracts

(Signature Page Follows)

IN WITNESS WHEREOF, each of the Parties hereto have caused its duly authorized officers to execute and deliver this Contract on or as of the date first above written.

(SUPPLIER FIRM NAME:)

By: _____

Printed Name: _____

Title: _____

JACKSONVILLE TRANSPORTATION AUTHORITY:

By: _____

Printed Name: Nathaniel P. Ford, Sr.

Title: Chief Executive Officer

APPROVED AS TO FORM:

By: _____

Printed Name: Cleveland Ferguson, III

Title: Vice President of Administration

Execute in Triplicate Distribution:

1. Supplier
2. JTA Project Manager – User Department
3. JTA Contracts Management – Electronic

“Attachment A” - Scope of Work
(on following pages)

“Attachment B” - Schedule of SubSuppliers/Subcontractors Form

(on following pages)

“Attachment C” – Supplier's Request for Payment Form

(on following pages)

**“ATTACHMENT C”
SUPPLIER’S REQUEST FOR PAYMENT**

Reporting Period: _____

Proposer/Supplier: _____ ☐ DBE ☐ SDBE ☐ NON-D/SDBE

Project Description: _____ Proposal No.: _____

Contract No.: _____ Contract Date: _____

Name of Business Performing Work (Subcontracting)	Certification Status (DBE, SDBE, NON-D/SDBE)	Description of Commodity, Material, or Service	Contact Name/Phone	Amount Paid in a Previous Month	Amount Invoiced This Period
					\$
					\$
					\$
					\$
					\$
Dollar Amount of Work Completed by Non-D/SDBE Subcontractors					\$
Dollar Amount of Work Completed by D/SDBE Subcontractors					\$
Dollar Amount of Work Completed by the Prime					\$
Total Dollar Amount Requested for Payment					\$

All **DBE** Subcontractors/suppliers must be certified as such by the JTA or FDOT. It is understood that the JTA may audit any and/or all records of the Contract/vendor and conduct interviews of owners, principals, officers, employees and applicable subcontractors/contractors participating on the Contract. The JTA DBE Office reserves the right to ensure compliance with the JTA’s **DBE** program to include status reports and audit of submitted **DBE** information as deemed necessary.

SUPPLIER’S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. The Contract Compliance Office reserves the right to recommend an audit on the submitted **DBE** information as deemed necessary.

Name and Title: _____

(Please print or type)

Signature: _____ Date: _____

Subcontractors have been paid in accordance with the prompt payment provision of the contract.

“Attachment D” –Forms

(on following pages)

“Attachment E” – Required Clauses for FTA-Assisted Contracts

(on following pages)

SECTION VI

REQUIRED CLAUSES FOR FTA-ASSISTED CONTRACTS

The following terms apply when the Authority determines that the Contract involves or may involve the expenditure of federal funds. Unless otherwise set forth below, the Supplier must include every clause of this Section VI in all subcontracts under this Contract.

1. **Non-Discrimination.** The Supplier shall comply with the applicable requirements of Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d et seq., 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. § 12101 et seq., 29 U.S.C. § 794, 49 CFR Part 21, and federal transit law at 49 U.S.C. § 5332. The Supplier agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status. Discrimination includes exclusion from participation, denial of program benefits and discrimination in employment or business opportunity. In addition, the Supplier agrees to comply with all applicable federal and state regulations, including those of any agency of the United States Department of Transportation (U.S. DOT) and the Florida Department of Transportation (FDOT), including FTA Advisory Circular 4702.1.

2. **Equal Employment Opportunity.**
 - (a) Race, Creed, Color, Sex, Sexual Orientation, Gender Identity, National Origin, Religion, or Family Status – The Supplier shall comply 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, 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 as supplemented by 41 CFR 60), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of the Contract. The Supplier agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or family status. 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 Supplier agrees to comply with any implementing requirements FTA or FHWA may issue.
 - (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621-634, 29 CFR Part 1625, 45 CFR Part 90, 42 U.S.C. §§6101 et seq. and federal transit law including 49 U.S.C. § 5332, the Supplier agrees to refrain from discrimination for reason of age. In addition, the Supplier agrees to comply with any implementing requirements the Department of Health and Human Services, the EEOC, FTA or FHWA may issue.

- (c) **Disabilities** - The Supplier agrees that it will comply with the requirements of Titles I, II, III, IV and V of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 et seq., and the 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 Supplier agrees to comply with 29 U.S.C. § 794, 42 U.S.C. §4151, federal transit law including 49 U.S.C. § 5332, and any implementing requirements FTA or FHWA may issue.
3. **Compliance with Nondiscrimination Regulations.** The Supplier and all subcontractors shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. DOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the Contract. In addition, the Supplier agrees to comply with federal transit law at 49 U.S.C. Section 5332, which prohibits discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status and prohibits discrimination in employment or business opportunity.
 4. **Nondiscrimination.** The Supplier and all subcontractors, with regard to the work performed during the Contract, will not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Supplier and all subcontractors will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 5. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations made by the Supplier and all subcontractors, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified in writing by the Supplier of the Supplier's obligations under this Contract and the Regulations relative to nondiscrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status and that these same obligations extend to any subcontractor, supplier or lessor.
 6. **Information and Reports.** The Supplier will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority, the FDOT, the U.S. DOT or any other governmental agency designated by the Authority to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Supplier is in the exclusive possession of another who fails or refuses to furnish this information, the Supplier shall so certify to the Authority, FDOT, U.S. DOT or any other governmental agency designated by the Authority, and shall set forth what efforts it has made to obtain the information.

7. **Sanctions for Noncompliance.** In the event of the Supplier's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it, the FDOT or the U.S. DOT may determine to be appropriate, including, but not limited to
 - (a) withholding of payments to the Supplier under the Contract until the Supplier complies and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
8. **Incorporation of Provisions.** The Supplier shall include the provisions of Paragraphs 1 through 8, in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Supplier will take such action with respect to any subcontract or procurement as the Authority, the FDOT or the U.S. DOT may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Supplier becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Supplier may request the Authority and the FDOT to enter into such litigation to protect the interests of the Authority and the FDOT, and, in addition, the Supplier may request the United States to enter into such litigation to protect the interests of the United States.
9. **Participation by Disadvantage Business Enterprises.** The Supplier shall abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Supplier and any subcontractor or contractor.

The Supplier, subrecipient or subcontractor shall not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status in the performance of this Contract. The Supplier shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Supplier to carry out these requirements is a material breach of this Contract, which may result in termination of this Contract or other such remedy as the Authority deems appropriate.
10. **Debarment, Suspension, Ineligibility and Voluntary Exclusion.** If the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction that the Supplier provided as part of its Proposal was erroneous when submitted or has become erroneous by reason of changed circumstances, the Supplier shall provide immediate written notice to the Authority.
11. **Sensitive Security Information.** The Supplier shall protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of this Contract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.
12. **Changes to Federal Requirements.** The Supplier shall at all times comply with all applicable US DOT, FHWA and FTA regulations, policies, procedures, directives and

federal guidance, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (19) dated October 2012) between the Authority and FTA, as they may be amended or promulgated from time to time during the term of a Contract resulting from this Solicitation. The Supplier shall not perform any act, fail to perform any act or refuse to comply with any request of the Authority which would cause the Authority to be in violation of any of the FTA or FHWA terms and conditions. The Supplier's failure to so comply shall constitute a material breach of this Contract.

13. **Incorporation of Federal Transit Administration and Federal Highway Administration Terms.** All contractual provisions required by the US DOT, as set forth in FTA Circular 4220.1F, revised March 18, 2013, whether or not set forth in this Contract are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA and FHWA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Supplier shall not perform any act, fail to perform any act, or refuse to comply with any Authority request which would cause the Authority to be in violation of FTA and FHWA terms and conditions.
14. **Fly America.** The Supplier 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 Suppliers 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 Supplier 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.
15. **No Federal Government Obligation to Third Parties.** Notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the Contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, Supplier, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from this Contract.
16. **False or Fraudulent Statements or Claims and Related Acts – Civil and Criminal Fraud.** The Supplier 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 this Contract. Upon execution of the Contract, the Supplier certifies or affirms the truthfulness and accuracy of any claim, statement, submission, certification, assurance or representation it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA or FHWA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Supplier further acknowledges that if it presents, submits, makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission,

certification, assurance or representation, the federal government may impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Supplier to the extent the federal government deems appropriate.

The Supplier also acknowledges that if it presents, submits, makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation in connection with this Contract, under the authority of 49 U.S.C. § 5307 and 49 U.S.C. §5323, the federal government may impose the penalties on the Supplier authorized by 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the federal government deems appropriate. It is further understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Contract is a violation of the federal law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Contract.

17. **Environmental Protection.** The Supplier shall comply with all applicable requirements of Section 29 of the FTA Master Agreement (2012), including the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* (as limited by 42 USC §5159), Executive Order No. 11514 Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Parts 1500 *et seq.*; and joint FHWA/FTA regulations, “Environmental Impact and Related Procedures,” 23 C.F.R. Part 771 and 49 C.F.R. Part 622. Supplier shall also comply with federal transit laws, including 49 U.S.C. §5323(c)(2) as amended by MAP-21. In addition, the Supplier agrees to comply with any implementing requirements FTA or FHWA may issue.
18. **Seismic Safety.** The Supplier agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Supplier also agrees to ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.
19. **Conformance with Intelligent Transportation Systems (ITS) National Architecture.** Intelligent Transportation System (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. §517(d) as amended by MAP-21, Section 5307(c) of SAFETEA-LU, FTA Notice, “FTA National ITS Architecture Consistency Policy for Transit Projects,” 66 FR 1455 *et seq.*, January 8, 2001, 23 CFR Parts 655 and 940, and later published FTA and FHWA regulations, rules, policies, implementing guidance and directives. Additionally, such ITS equipment and designs shall comply with the latest ITS architecture and standards adopted by the FHWA, FDOT, CoJ and First Coast ITS Coalition.

20. **Metric Measurements.** To the extent practicable and feasible, the Supplier shall express all dimensions in metric measurements, in compliance with the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. Sections 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," July 25, 1991, 15 U.S.C. Section 205a note; and applicable federal regulations.
21. **Electronic Reports and Information.** Reports and other information prepared in electronic format developed under this Contract, whether as a contract end item or in compliance with contract administration provisions, must comply with the accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794d, and ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.
22. **Access to Records and Sites of Project Performance and Record Retention.**
 - A. The Supplier shall maintain all Contract records (including paper and electronic records) in a manner so that they are readily accessible for review, audit and inspection and shall provide to the Authority, the USDOT, the FHWA Administrator, the FTA Administrator, the Comptroller General of the United States, the FDOT, or any of their authorized representatives or employees, access to any data, accounts, payrolls, project work, project materials, documents, reports, records, statistics, subagreements, leases, third party contracts, arrangements, books, papers and records of the Supplier (and all supporting material related thereto) which are related to this Contract for the purposes of making audits, inspections, examinations, excerpts and transcriptions. Supplier also agrees, pursuant to 49 C. F. R. 633.15 to provide the agencies, or their authorized representatives including any PMO Supplier, access to Supplier's records and work 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. In accordance with 49 CFR 18.40, federal agencies may make site visits as warranted by program needs.
 - B. The Supplier agrees to permit any of the foregoing parties to reproduce any record by any means whatsoever.
 - C. The Supplier agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than **five (5) years** after the date of termination, expiration or final payment of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract or other pending matters, in which case Supplier agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, the FDOT, and any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, exceptions and other matters related thereto. Reference 49 CFR 18.36(i)(11).
 - D. Any of the agencies listed above may, at any time during normal business hours, with or without prior notice and by or through its employees or its Suppliers, inspect, copy and audit all of the books and records of the Supplier (and its subcontractors, if any) including all work papers and correspondence and financial records related to such services.

23. **Access Requirements for Persons With Disabilities (ADA)**

The Supplier agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Supplier also agrees to comply with all applicable requirements of sections 503 and 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) 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; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) 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; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (10) Any implementing requirements FTA may issue.

This section applies to subcontractors at all levels and must be added to all subcontracts, regardless of tier.

24. **Energy Conservation.** The Supplier shall comply with the Florida Energy Efficiency Code for Building Construction and all mandatory standards and policies relating to energy efficiency, when applicable.

25. **Rights in Data.**

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

(2) The following restrictions apply to all subject data first produced in the

performance of this Contract:

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

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the federal government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "federal government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for federal government purposes," means use only for the direct purposes of the federal government. Without the copyright owner's consent, the federal government may not extend its federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Authority or Supplier using federal assistance in whole or in part provided by FTA.

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

(d) Unless prohibited by state law, upon request by the federal government, the Authority and the Supplier agree to indemnify, save, and hold harmless the federal government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Authority or Supplier of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data

furnished under that contract. Neither the Authority nor the Supplier shall be required to indemnify the federal government for any such liability arising out of the wrongful act of any employee, official, or agents of the federal government.

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

(f) Data developed by the Authority or Supplier and financed entirely without using federal assistance provided by the federal government that has been incorporated into work required by the Contract is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Authority or Supplier identifies that data in writing at the time of delivery of the Contract work.

(g) Unless the federal government determines otherwise, the Supplier agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

26. **Cargo Preference - Use of United States-Flag Vessels.** The Supplier agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Supplier in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
27. **Policies on Texting while Driving and Distracted Driving.** The Supplier shall prohibit text messaging while driving and distracted driving and comply with the intent of Executive Order No. 13513, 23 USC section 402 note and DOT Order 3902.10.
28. **Seatbelt Use.** The Supplier shall require all operators of motor vehicles (whether rented or owned) to use seatbelts.

CLAUSES FOR CONTRACTS EXCEEDING \$100,000

1. Clean Air. The Supplier 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 Supplier agrees to report the use of facilities on or likely to be placed on the U.S. EPA "List of Violating Facilities," refrain from using any violating facilities, comply with inspection requirements and report each violation to the Authority. The Supplier understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA or FHWA and the appropriate EPA Regional Office.

2. Clean Water. The Supplier 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 Supplier agrees to report the use of facilities on or likely to be placed on the U.S. EPA "List of Violating Facilities," refrain from using any violating facilities, comply with inspection requirements and report each violation to the Authority. The Supplier understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA or FHWA and the appropriate EPA Regional Office.

3. Buy America. The Supplier shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, where applicable, 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 the FTA, or the product is subject to a general waiver. Work orders and small purchases of less than one hundred thousand dollars (\$100,000.00) made with capital, operating, or planning funds are waived from Buy America requirements.

The JTA requires each Supplier to submit a completed Buy America certificate with its Proposal in accordance with §§ 661.6 or 661.12, as appropriate. The JTA presumes that any Supplier who submitted such certificate is complying with the Buy America provisions. A false certification is a criminal act in violation of 18 U.S.C. § 1001. A Supplier who certifies that it will comply with the applicable Buy America requirement is bound by its original certification (in the case of a sealed bidding procurement) or the certification it submitted with its final offer (in the case of a negotiated procurement) and is not permitted to change its certification after bid opening or submission of its final offer. Where a Supplier certifies that it will comply with Buy America requirements, the Supplier is not eligible for a waiver of those requirements. The JTA reserves the right to request additional information, and/or to conduct both pre-award and post-award audits to ensure that the Supplier is in compliance with Buy America requirements.

4. Contract Work Hours and Safety Standards (for contracts involving laborers or mechanics)

(1) Overtime requirements - No Supplier or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek 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 workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and subcontractor shall be liable to the United States 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 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 workweek 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 - The Authority 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 Supplier or subcontractor under any such contract or any other Federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The Supplier or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

SECTION VII REQUIRED FORMS AND CERTIFICATIONS

Legal Entity of Proposer /Authorized Signatories

The Proposal Pricing Form shall clearly indicate the legal name, address, and telephone number of the Proposer and accurately identify the type of legal entity of the Proposer (i.e., corporation, LLC, partnership, joint venture, individual). The Proposal Pricing Form shall be signed by an individual with the authority to bind the Proposer and shall clearly identify (by typing or printing) the name of the authorized representative of the Proposer.

Proposers must be registered with the Florida Department of State to engage in business in the State of Florida. If the Proposer is a joint-venture, the Authority will treat the entity as a general partnership for all purposes, and the joint-venture must submit, in addition to the other submissions required herein, evidence of the authority of the individual(s) submitting the venture's Proposal that such individual(s) is duly authorized to bind the venture make all of the required statements, assurances and certifications on behalf of the entity.

Each other entity submitting a Proposal shall cause the Forms to be signed by its appropriately authorized senior executive officer, manager, or general partner. Submitting a Proposal is deemed to be a representation and warranty by the entity and individual submitting it that such entity has duly authorized the Proposal, and the individual(s) signing such Proposal has the authority to submit the Proposal and make all of the required

Required Forms:

- 1. Acknowledgement of Receipt of Addenda**
- 2. Proposal Pricing Form**
- 3. Conflict of Interest Certification**
- 4. Federally-required Certifications**
 - A – Lobbying Certification**
- 5. DBE Forms (if applicable)**
 - A – Schedule of SubSuppliers/Subcontractors and/or evidence of good faith efforts**
 - B - Intent To Perform As A Subcontractor (if any)**
 - C –Proposer's List**
- 6. Litigation Form**
- 7. References**
- 8. Non Performance Acknowledgement Form**
- 9. Copy of Business License**

PRINT ALL OF SECTION VII, COMPLETE & EXECUTE THE FORMS. SUBMIT UNDER TAB 1 OF YOUR PROPOSAL.

Acknowledgement of Receipt of Addenda

I hereby certify that I have read and understand and certify the truthfulness of the required statements of the Solicitation and acknowledge receipt of the following Addenda issued during the advertisement period for this Solicitation.

<u>Addendum#</u>	<u>Dated</u>	<u>Signature/Title</u>
No. _____	_____	_____
No. _____	_____	_____
No. _____	_____	_____
No. _____	_____	_____
No. _____	_____	_____
No. _____	_____	_____
No. _____	_____	_____

Signature of Bidder's Authorized Representative: _____

Typed/Printed Name: _____

Title: _____ Date: _____

PROPOSAL PRICING FORM**Page 1 of 6****Group I: Bus stop site and shelters to be Maintained/Pricing as follows:**

Serviced completed once a week unless otherwise noted. Depending on ridership at each bus stop the frequency of some of the locations may be increased to accommodate higher ridership. (Refer to Scope of Work for Group 1 Details)

	<u>Type of Shelters</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Cost Per Site</u>	<u>Extended Cost</u>
1.	Brasco	5' x 9'	250 each	Weekly	\$_____	\$_____
2.	Brasco	5' x 16'	40 each	Weekly	\$_____	\$_____
3.	Brasco	5' x 12'	30 each	Weekly	\$_____	\$_____
4.	Tolar	2' x 10'	30 each	Weekly	\$_____	\$_____
5.	Tolar	2' x 15'	20 each	Weekly	\$_____	\$_____
6.	Tolar	5' x 10'	75 each	Weekly	\$_____	\$_____
7.	Tolar	5' x 15'	25 each	Weekly	\$_____	\$_____
8.	Special Edition	2103 San Marco	3 each	(3) x Week	\$_____	\$_____
9.	Special Edition	Regency	3 each	(3) x Week	\$_____	\$_____
10.	Special Edition	Gateway	3 each	(3) x Week	\$_____	\$_____
11.	Design Build	Main and 8 th St.	12 each	(3) x Week	\$_____	\$_____

Total of items 1-11 \$_____

Group I Total Annual cost (52 weeks per year) \$_____

PROPOSAL PRICING FORM**Page 2 of 6****Group II: Downtown trash containers and shelters to be Maintnained/Pricing as follows:**

Serviced Twice a day, Monday –Friday. (Refer to Scope of Work for Group II Details)

	<u>Item/ Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Twice Daily</u>	<u>Cost Per Site</u>	<u>Extended Cost</u>
				<u>Equivalent</u>		
				<u>Quantity</u>		
1.	Shelter Trash Can	25 each	Twice Daily	50	\$_____	\$_____
2.	Downtown Shelter	25 each	Twice Daily	50	\$_____	\$_____

Total Daily Cost of Items 1-2 \$_____

Group II Total Annual Cost (at 260 days per year) \$_____

Group III: BRT Shelters to be Maintained/Pricing as follows:

Service will be performed three times a week. Depending on ridership at the bus stop the frequency of some locations may be decrease. The quantity of BRT locations will increase over the next few years as new BRT routes are implemented. Most locations will contain two shelters, electric lighting, CCTV, and Real Time Passenger Information. (Refer to Scope of Work for Group III Details.)

	<u>Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Weekly Unit</u>	<u>Extended Cost</u>
				<u>Cost Per Site</u>	
1.	Tolar BRT 2' X 15' Shelters	60 each	3 times Weekly	\$_____	\$_____
2.	Tolar BRT 5' X 15' Shelters	60 each	3 times Weekly	\$_____	\$_____
3.	Information Totem	60 each	3 times Weekly	\$_____	\$_____
4.	TVM and TVM Shelter	60each	3 times Weekly	\$_____	\$_____

Total of items 1-4 \$_____

Group III Total Annual Cost (at 52 weeks per year) \$_____

PROPOSAL PRICING FORM**Page 3 of 6****Group IV: Mowing to be Maintained/Pricing as follows:**

Bus stop sites will be mowed in accordance with the attached mowing cycles and will occur during a scheduled cleaning of the shelter. (Refer to Scope of Work for Group IV Mowing Cycle Details.)

	<u>Type of Shelters</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Cost Per Site</u>	<u>Extended Cost</u>
1.	Brasco	5' x 9'	250 each	Weekly	\$_____	\$_____
2.	Brasco	5' x 16'	40 each	Weekly	\$_____	\$_____
3.	Brasco	5' x 12'	30 each	Weekly	\$_____	\$_____
4.	Tolar	2' x 10'	30 each	Weekly	\$_____	\$_____
5.	Tolar	2' x 15'	20 each	Weekly	\$_____	\$_____
6.	Tolar	5' x 10'	75 each	Weekly	\$_____	\$_____
7.	Tolar	5' x 15'	25 each	Weekly	\$_____	\$_____
8.	Tolar BRT	2' x 15'	20 each	Weekly	\$_____	\$_____
9.	Tolar BRT	5' x 15'	20 each	Weekly	\$_____	\$_____
10.	Special Edition	2103 San Marco	1 each	Weekly	\$_____	\$_____
11.	Special Edition	Regency	3 each	Weekly	\$_____	\$_____
12.	Special Edition	Gateway	3 each	Weekly	\$_____	\$_____
13.	Design Build	Main and 8 th St.	8 each	Weekly	\$_____	\$_____

Total of items 1-13 \$_____

Group IV Total Annual Cost (at 31 cycles per year) \$_____

PROPOSAL PRICING FORM**Page 4 of 6****Group V: Pressure Washing Requirements:**

Pressure washing will occur on a quarterly basis. (Refer to Scope of Work for Group V Pressure Washing Details.)

	<u>Type of Shelters</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Cost Per Site</u>	<u>Extended Cost</u>
1.	Brasco	5' x 9'	250 each	Quarterly	\$_____	\$_____
2.	Brasco	5' x 16'	40 each	Quarterly	\$_____	\$_____
3.	Brasco	5' x 12'	30 each	Quarterly	\$_____	\$_____
4.	Tolar	2' x 10'	30 each	Quarterly	\$_____	\$_____
5.	Tolar	2' x 15'	20 each	Quarterly	\$_____	\$_____
6.	Tolar	5' x 10'	75 each	Quarterly	\$_____	\$_____
7.	Tolar	5' x 15'	25 each	Quarterly	\$_____	\$_____
8.	Tolar BRT	2' x 15'	20 each	Quarterly	\$_____	\$_____
9.	Tolar BRT	5' x 15'	20 each	Quarterly	\$_____	\$_____
10.	Special Edition	2103 San Marco	1 each	Quarterly	\$_____	\$_____
11.	Special Edition	Regency	3 each	Quarterly	\$_____	\$_____
12.	Special Edition	Gateway	3 each	Quarterly	\$_____	\$_____
13.	Design Build	Main and 8 th St.	8 each	Quarterly	\$_____	\$_____

Total of items 1-13 \$_____

Group IV Total Annual Cost (at 4 quarters per year) \$_____

PROPOSAL PRICING FORM**Page 5 of 6****Group VI: Emergency and Additional Work to be Maintained/Pricing as follows:**

(Refer to Scope of Work for Emergency and Additional Work.)

	<u>Item/ Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Cost Per Site</u>	<u>Extended Cost</u>
1.	General Cleaning	15 each	Monthly	\$_____	\$_____
2.	Human Waste and Bodily Fluids	10 each	Monthly	\$_____	\$_____

Total of items 1-2 \$_____

Total Annual Cost (at 12 months per year) \$_____**Group VII: Additional Work to be Maintained/Pricing as follows:**

(Refer to Scope of Work for Additional Work.)

	<u>Item/ Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Cost Per Man Hour</u>	<u>Extended Cost Group VII</u>
1.	Emergency Bus Stop Response and Additional work	300	Hourly	\$_____	\$_____

Group VII Requirements:**ADDITIONAL WORK:**

A. Contractor shall, upon request, provide all labor, material and equipment necessary to perform additional work which the Owner deems necessary. The work shall be defined as that which is unforeseen or unpredictable and therefore, cannot be estimated.

B. Additional work must be approved, in writing, by the Owner prior to the performance of such work, unless such work must be performed in order to prevent serious injury to persons or property.

PROPOSAL PRICING FORM**Page 6 of 6**

C. Additional work may be requested by the Owner and performed by the Contractor, upon issuance of an additional purchase order by the Owner. The contractor shall not agree to perform additional work outside of the contract, without confirmation of purchase order issuance.

D. Owner reserves this right to negotiate a mutually agreed upon price for any new sites acquired during the contract period. In the event both parties cannot mutually agree upon a price, the Owner reserves the right to solicit competitive quotations from other sources.

Quantities are estimated. Actual quantities will be based on current needs of the Authority. The Proposer agrees to provide all of the goods and perform all of the services within the specified time and in accordance with the specifications, terms, and conditions of the Contract, Solicitation documents, and any Addendums thereto, in accordance with the following PROPOSAL PRICE:

Total Price written in words: _____

SIGNATURE OF PROPOSER'S AUTHORIZED REPRESENTATIVE

Proposer's Legal Name: _____

Business Structure of Proposer (corp, jv, llc, etc.): _____

Federal ID #: _____ D & B #: _____

Primary Address: _____

Name and Telephone Number of Contact Person: _____

All bid prices are to remain firm for a period of one year from date of award.

By mutual agreement of both parties this bid may be renewed on a year to year basis for four (4) additional one year periods. Total contract period not to exceed five (5) years.

Conflict of Interest Certification

Bidders must execute either Section 1 or 2 to certify compliance with Florida Statutes §112.313, 49 CFR 18.36(b) (3) and the FTA Master Agreement Section 3 (Ethics) ("Ethics Regulations").

No Authority Board Member, employee, officer, agent or any immediate family member or partner of any of the above, or an organization which employs or is about to employ any of the above, that has a financial or other interest in the Bidder may participate in the selection for award or award funding or administer the Contract involving the Bidder. None of the above has received any gift from the Bidder. The Contractor shall obtain this certification from all subcontractors and forward it to the Authority if Section 2 has been completed by the subcontractor.

SECTION 1

The undersigned understands the requirements of the Ethics Regulations and certifies that **no** real, apparent or potential conflict of interest exists.

Signature of Bidder's/Subcontractor's Authorized Official:

Printed Name of Bidder/Subcontractor: _____
Printed Name: _____ Title: _____
Date: _____

SECTION 2

The undersigned understands the requirements of the Ethics Regulations and certifies that the only real, apparent or potential conflicts of interest are not substantial and are hereby disclosed in full.

Names of individuals and nature of their interest in Bidder/Subcontractor:

Signature of Bidder's/Subcontractor's Authorized Official:

Printed Name of Bidder/Subcontractor: _____
Printed Name: _____ Title: _____
Date: _____

Certification Regarding Lobbying Pursuant to 49 CFR Part 20 for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Bidder certifies, to the best of his or her knowledge and belief that it complies with 31 USC §1352, as amended, 49 CFR Part 20, to the extent consistent with as necessary by 31 USC § 1352, as amended and all other applicable federal and state lobbying restrictions and specifically 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 state legislature, 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 state legislature, 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.

(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 Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder 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 Bidder's/Subcontractor's Authorized Official: _____

Printed Name of Bidder/Subcontractor: _____

Printed Name: _____ Title: _____

Date: _____



**JACKSONVILLE
TRANSPORTATION
AUTHORITY**

SCHEDULE OF SUBCONSULTANTS/SUBCONTRACTORS

Contractor: _____

☐ **DBE**

☐ **NON-DBE**

Description of Project: _____

Solicitation No.: _____ Contract Date: _____

As part of the procedures for the submission of Proposals/Bids, all Contractors are required to identify **ALL** participating SUBCONSULTANTS/SUBCONTRACTORS. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

Name of Business Performing Work	Certification Status (check the applicable)		Description of Commodity, Material, or Service	Dollar Amount (if known)	Anticipated Percentage
	DBE	NON-DBE			
				\$	
				\$	
				\$	
				\$	
				\$	
Dollar Amount or Anticipated Percentage of Work to be Completed by Non-DBE SUBCONSULTANTS/SUBCONTRACTORS				\$	
Dollar Amount or Anticipated Percentage of Work to be Completed by DBE SUBCONSULTANTS/SUBCONTRACTORS				\$	
Total				\$	

All **DBE** SUBCONSULTANTS/SUBCONTRACTORS must be certified as such by the JTA, FDOT or one of the designated certifying members of the Florida UCP DBE program. It is understood and agreed that, if awarded a Contract by the JTA, the Contractor will not make additions, deletions, or substitutions to this certified list without the consent of the JTA Diversity & Equity Program Manager or designee through the submittal of *Request for Approval of Change to Original Certified List of SUBCONSULTANTS/SUBCONTRACTORS*. It is understood that the JTA may audit any and/or all records of the Contract/vendor and conduct interviews of owners, principals, officers, employees and applicable SUBCONSULTANTS/SUBCONTRACTORS participating on the Contract. The Diversity & Equity Program Office reserves the right to ensure compliance with the JTA's **DBE** program to include status reports and audit of submitted **DBE** information as deemed necessary.

CONTRACTOR'S CERTIFICATION

The above information is true and complete, to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the JTA's **DBE** Program) in support of the JTA's DBE's intent and objective may result in being considered non-responsive to the JTA's requirements. The Diversity & Equity Program Office reserves the right to recommend an audit on the submitted **DBE** information as deemed necessary.

Name and Title: _____

(Please print or type)

Signature: _____ Date: _____



**JACKSONVILLE
TRANSPORTATION
AUTHORITY**

INTENT TO CONTRACT AS A DBE SUBCONTRACTOR/SUBCONSULTANT

PROPOSAL/SOLICITATION NUMBER: _____

Pursuant to DBE policy, businesses participating in the JTA's DBE Program must be certified by the Florida Uniform Certification Program (UCP) at the time of submittal of bid. The firm must be listed in the Florida UCP/DBE directory as a certified DBE firm.

(<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>)

1. Name of Prime Contractor/Consultant _____
2. Address, City, State and Zip _____
3. The DBE subcontractor/subconsultant listed below is certified by which member agency within the Florida UCP?
☐ JTA ☐ FDOT ☐ GOAA (Orlando Airport) ☐ Volusia County ☐ Miami/Dade County ☐ Broward County
☐ HCAA (Hillsborough County) ☐ City of Tallahassee ☐ Lee County Port ☐ Key West Airport
4. The undersigned DBE firm is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply or "install" or both):

and at the following price \$ _____. With respect to the proposed subcontract described above, _____% of the dollar value of such subcontract will be sublet and/or awarded to the following DBE firm:

Name of DBE Firm

Address, City, State and Zip

Telephone

Signature of Owner, President or
Authorized Agent

Printed Name of Signer

____/____/____
Date

DECLARATION OF PRIME CONTRACTOR/CONSULTANT

I HERBY DECALRE AND AFFIRM that I am the _____
(Title Declarant)

and duly authorized representative of _____
(Name of Prime Contractor/Consultant)

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

Except as authorized by the JTA Diversity & Equity Manager or his/her designee, the undersigned will enter into a formal agreement with the listed DBE business for work indicated by this form after receipt of the contract executed by the JTA. The undersigned will, if requested, provide the JTA Diversity & Equity Manager or his/her designee a copy of that agreement.

The Prime Contractor/Consultant designated the following person as its DBE Liaison Officer:

Please Print Name

Phone

Pursuant to State Law, any person (entity) who makes a false or fraudulent statement in connection with the participation of a DBE in any locally funded project or otherwise violates applicable program requirements may be referred for prosecution.

Name of Declarant

Signature

____/____/____
Date

References:

Please submit references from three (3) clients currently under contract with your company. Additionally, references will be accepted from either existing clients or past clients whereby your company provided services within the past three (3) years. The following reference information is required:

Name of Client	
Address	
Contact Person	
Telephone Number	
E-mail Address	
Brief description of services performed	

Name of Client	
Address	
Contact Person	
Telephone Number	
E-mail Address	
Brief description of services performed	

Name of Client	
Address	
Contact Person	
Telephone Number	
E-mail Address	
Brief description of services performed	

Non Performance Acknowledgement Form

The JTA will also maintain a record of any and all complaints received from private property owners. Vendors will be made aware of the complaints by e-mail affording them the opportunity to correct the problem. Continued complaints or an excessive number of complaints over a period of time or excessive frequency will be reason for cancellation of service contract. The decision of the JTA as to what constitutes excessive complaints or excessive frequency will be final. The JTA reserves the right to cancel this award without prior notification of this action. Effective date of cancellation may be immediate if in the opinion of the JTA that the situation so warrants. Decision of the JTA concerning the cancellation date will be final.

In the event of immediate award cancellation, the notifications of such cancellation may be verbal by way of a telephone call. At which time all work under this contract shall cease. Any verbal cancellations will be confirmed by way of a written letter of cancellation.

The Owner shall recover any costs associated with non-performance issues identified during regular and random inspections. Groups I, III, IV and V, within (24 hrs.) next business day of written or e-mail notice from the Owner; the Contractor must correct and report in writing the identified issue. Group II must be corrected before 10:00 AM and 3 PM. If the Contractor fails to respond or if the owner re-inspects after 24 hour notice has been given and has not been corrected, it will result in a reduction from the next monthly invoice the amount of the unit cost for the performance issues identified. The cost shall be treated separately from all assessments.

PAYMENT FOR NON PERFORMANCE ACKNOWLEDGEMENT:

VENDORS AUTHORIZED SIGNATURE

DATE

EXHIBIT 'A'
(on following pages)

EXHIBIT “A”
SCOPE OF WORK

P-16-021 BUS STOP CLEANING AND MAINTENANCE

The following applies to all seven groups of this bid.

Unless otherwise stated, the bid price should include **all labor, material, equipment and supplies** to complete the task specified under this bid.

Successful bidder will be required to maintain the cleanliness of all shelters, advertising panels and bus stop locations regardless of location.

Currently all shelters reside in Duval County and the northeastern portion of Clay County.

Successful bidder will be required to maintain all CURRENT and NEW shelter locations at the unit prices bid based on type or size of the shelter.

JTA will furnish a list of shelters and trash can locations prior to performing any service under this contract. It will be the responsibility of the successful bidder to coordinate with the transit amenities coordinator to determine a suitable schedule for servicing the provided locations and any additional locations. If the agreed upon service schedule is adjusted by the successful bidder for any reason, those changes are required to be communicated immediately to the transit amenities coordinator. Any new locations that require service under this contract will be provided to the successful bidder by the transit amenities coordinator.

Successful bidder will be required to ensure that any person completing service under this contract be equipped with a GPS enabled Android or iOS smartphone. It will be required that real time reports of services performed under this contract for every visit to an individual bus stop are submitted to the JTA through a mobile data collection application immediately upon completion of any service provided at that bus stop. The JTA will be responsible for providing access to the application to the successful bidder and training will be provided.

All quantities contained in this bid are estimates and are subject to increase or decrease in accordance with actual business requirements.

Although the quantities are estimates, they will be used for bid evaluation purposes.

Successful bidder will not trespass on private properties adjacent to the bus stop area.

The successful bidder will be held responsible for any and all damage to private properties adjacent to the bus stop area.

It will be the responsibility of the successful bidder to provide a weekly report to the transit amenities coordinator. This report is intended to notify the JTA of any issues occurring at our bus stops. The report should indicate the Bus Stop ID and any of the following in spreadsheet format:

- Non-Working solar lighting systems.
- Missing or Damaged shelter components.
 - o Ex. Trash Cans, Shelter Panels, Benches, Map Cases, Bike Racks.
- Paint Peeling on the shelter.
- Damaged Leased Benches.
- Missing, damaged, and outdated system maps.
- Missing, damaged, and outdated advertisements.
- Missing or damaged shelter address decal.
- Abandoned bikes.

The successful bidder must be available 24 hours a day seven (7) days a week to respond to Emergency Bus Stop maintenance service as needed.

Group I: Bus stop site and shelters to be Maintained/Priced as follows:

Serviced completed once a week unless otherwise noted. Depending on ridership at each bus stop the frequency of some of the locations may be increased to accommodate higher ridership.

	Type of Shelters	Description	Quantity / Each	Unit of Measure
1.	Brasco	5' x 9'	250	Weekly
2.	Brasco	5' x 16'	40	Weekly
3.	Brasco	5' x 12'	30	Weekly
4.	Tolar	2' x 10'	30	Weekly
5.	Tolar	2' x 15'	20	Weekly
6.	Tolar	5' x 10'	75	Weekly
7.	Tolar	5' x 15'	25	Weekly
8.	Special Edition	2103 San Marco	3	(3) x Week
9.	Special Edition	Regency	3	(3) x Week
10.	Special Edition	Gateway	3	(3) x Week
11.	Design Build	Main and 8 th St.	12	(3) x Week

Group I Requirements:

Shelters, trash cans, and the surrounding area is to be cleaned and maintained.

Trash containers will be emptied and cleaned as follows: Each trash can shall be emptied and sanitized by using a disinfectant and/or deodorizer as needed. NO objectionable odors will be emitted from the trash receptacles after being sanitized. Currently all trash containers are 32 gallon trash containers. The size of the containers is subject to change but will not exceed 55 gallons. A plastic can liner of appropriate size will be inserted in the drum after being sanitized. The liner should be durable enough to lift out of the trash can if rain water is in the trash bag.

The surrounding area must be cleaned of any debris and/or loose material that may exist. The surrounding area to be cleaned will be a **minimum of 25 feet in all directions** of any amenity that exists at a bus stop.

All shelters and amenities must be cleaned inside and outside. It must be wiped down by hand to remove any dirt or grime that is on the shelter. All stickers and any obscene material graffiti and non-authorized advertising other than JTA printed material in or around the shelter must be removed.

Items such as shopping carts and crates left at the bus stop must be removed. Abandoned bikes will be removed at the request of the JTA.

The concrete area inside and outside of the shelter will be cleaned from spills and unwanted nature act every visit.

All four (4) sides of the bus stop shelter will be trimmed with a string trimmer such as a weed eater.

The bus stop shelter and surrounding area must be treated for ants, wasps, and, spiders.

Any shelter found to have missing components or broken glass must be reported to the Jacksonville Transportation Authority (JTA) immediately upon discovery in writing no later than the next working day. Any broken glass must be removed by the successful bidder at the time of discovery. This includes any broken glass that may still be part of the bus shelter. This includes but not limited to any glass that may still be in the glass frame attached to the bus stop shelter. Any broken glass must be removed by the successful bidder at the time of discovery. This includes any broken glass that may still be part of the bus shelter. This includes but not limited to any glass that may still be in the glass frame attached to the bus stop shelter.

Product description with MSDS sheet is to be provided to the JTA for records of what is being used to sanitize this area.

It shall be the responsibility of the successful bidder to remove all bagged trash, garbage and debris, bagged or otherwise from the site and dispose of in the designated JTA trash containers. Successful bidder will be given this information regarding trash disposal locations.

Group II: Downtown trash containers and shelters to be Maintained/Priced as follows:

Serviced Twice a day, Monday -Friday

	Item/ Description	Qty./Each	Unit of Measure	Twice Daily Equivalent Qty./Each
1.	Shelter Trash Can	25	Twice Daily	50
2.	Downtown Shelter	25	Twice Daily	50

Group II: Downtown Trash Container and Shelter Requirements:

Shelters, trash cans, and the surrounding area is to be cleaned and maintained as follows:

1. Serviced Twice a day, Monday –Friday. Remove trash from the containers of the designated 25 downtown shelter trash cans. Sanitize the cans and insert a new can liner.
2. Serviced Twice a day, Monday –Friday. Sanitize and hand clean shelters.

Trash containers will be emptied and cleaned as follows: Each trash can shall be emptied and sanitized by using a disinfectant and/or deodorizer as needed. NO objectionable odors will be emitted from the trash receptacles after being sanitized. Currently all trash containers are 32 gallon trash containers. The size of the containers is subject to change but will not exceed 55 gallons. A plastic can liner of appropriate size will be inserted in the drum after being sanitized. The liner should be durable enough to lift out of the trash can if rain water is in the trash bag.

The surrounding area must be cleaned of any debris and/or loose material that may exist. The surrounding area to be cleaned will be a **minimum of 25 feet in all directions** of any amenity that exists at a bus stop.

All shelters and amenities must be cleaned inside and outside. It must be wiped down by hand to remove any dirt or grime that is on the shelter. All stickers and any obscene material graffiti and non-authorized advertising other than JTA printed material in or around the shelter must be removed.

Items such as shopping carts and crates left at the bus stop must be removed. Abandoned bikes will be removed at the request of the JTA.

The concrete area inside and outside of the shelter will be cleaned from spills and unwanted nature act every visit.

All four (4) sides of the bus stop shelter will be trimmed with a string trimmer such as a weed eater.

The bus stop shelter and surrounding area must be treated for ants, wasps, and, spiders.

Any shelter found to have missing components or broken glass must be reported to the Jacksonville Transportation Authority (JTA) immediately upon discovery in writing no later than the next working day. Any broken glass must be removed by the successful bidder at the time of discovery. This includes any broken glass that may still be part of the bus shelter. This includes but not limited to any glass that may still be in the glass frame attached to the bus stop shelter. Any broken glass must be removed by the successful bidder at the time of discovery. This includes any broken glass that may still be part of the bus shelter. This includes but not limited to any glass that may still be in the glass frame attached to the bus stop shelter.

Product description with MSDS sheet is to be provided to the JTA for records of what is being used to sanitize this area.

It shall be the responsibility of the successful bidder to remove all bagged trash, garbage and debris, bagged or otherwise from the site and dispose of in the designated JTA trash containers. Successful bidder will be given this information regarding trash disposal locations.

Group III: BRT Shelters to be Maintained/Pricing as follows:

Service will be performed three times a week. Depending on ridership at the bus stop the frequency of some locations may be decrease. The quantity of BRT locations will increase over the next few years as new BRT routes are implemented. Most locations will contain two shelters, electric lighting, CCTV, and Real Time Passenger Information.

	<u>Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>
1.	Tolar BRT 2' X 15' Shelters	60	3 times Weekly
2.	Tolar BRT 5' X 15' Shelters	60	3 times Weekly
3.	Information Totem	60	3 times Weekly
4.	TVM and TVM Shelter	60	3 times Weekly

Group III Requirements:

Shelters, trash cans, and the surrounding area is to be cleaned and maintained.

Trash containers will be emptied and cleaned as follows: Each trash can shall be emptied and sanitized by using a disinfectant and/or deodorizer as needed. NO objectionable odors will be emitted from the trash receptacles after being sanitized. Currently all trash containers are 32 gallon trash containers. The size of the containers is subject to change but will not exceed 55 gallons. A plastic can liner of appropriate size will be inserted in the drum after being sanitized. The liner should be durable enough to lift out of the trash can if rain water is in the trash bag.

The surrounding area must be cleaned of any debris and/or loose material that may exist. The surrounding area to be cleaned will be a **minimum of 25 feet in all directions** of any amenity that exists at a bus stop.

All shelters and amenities must be cleaned inside and outside. It must be wiped down by hand to remove any dirt or grime that is on the shelter. All stickers and any obscene material graffiti and non-authorized advertising other than JTA printed material in or around the shelter must be removed.

Items such as shopping carts and crates left at the bus stop must be removed. Abandoned bikes will be removed at the request of the JTA.

The concrete area inside and outside of the shelter will be cleaned from spills and unwanted nature act every visit.

All four (4) sides of the bus stop shelter will be trimmed with a string trimmer such as a weed eater.

The bus stop shelter and surrounding area must be treated for ants, wasps, and, spiders.

Any shelter found to have missing components or broken glass must be reported to the Jacksonville Transportation Authority (JTA) immediately upon discovery in writing no later than the next working day. Any broken glass must be removed by the successful bidder at the time of discovery. This includes any broken glass that may still be part of the bus shelter. This includes but not limited to any glass that may still be in the glass frame attached to the bus stop shelter. Any broken glass must be removed by the successful bidder at the time of discovery. This includes any broken glass that may still be part of the bus shelter. This includes but not limited to any glass that may still be in the glass frame attached to the bus stop shelter.

Product description with MSDS sheet is to be provided to the JTA for records of what is being used to sanitize this area.

It shall be the responsibility of the successful bidder to remove all bagged trash, garbage and debris, bagged or otherwise from the site and dispose of in the designated JTA trash containers. Successful bidder will be given this information regarding trash disposal locations.

Group IV: Mowing to be Maintained/Pricing as follows:

Bus stop sites will be mowed in accordance with the attached mowing cycles and will occur during a scheduled cleaning of the shelter.

	<u>Type of Shelters</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>
1.	Brasco	5' x 9'	250 each	Weekly
2.	Brasco	5' x 16'	40 each	Weekly
3.	Brasco	5' x 12'	30 each	Weekly
4.	Tolar	2' x 10'	30 each	Weekly
5.	Tolar	2' x 15'	20 each	Weekly
6.	Tolar	5' x 10'	75 each	Weekly
7.	Tolar	5' x 15'	25 each	Weekly
8.	Tolar BRT	2' x 15'	20 each	Weekly
9.	Tolar BRT	5' x 15'	20 each	Weekly
10.	Special Edition	2103 San Marco	1 each	Weekly
11.	Special Edition	Regency	3 each	Weekly
12.	Special Edition	Gateway	3 each	Weekly
13.	Design Build	Main and 8 th St.	8 each	Weekly

Group IV: Mowing to be Maintained/Pricing as follows:

The grass in the surrounding area of the bus stop shelter must be mowed to a height of three (3) inches according to the following schedule:

A Total of 31 mowing cycles.

January-February:	Once a month (Mid-Month)	Two Mowing Cycles
March:	Once every two weeks (14 day intervals)	Two Mowing Cycles
April-September:	Once a week (7 day intervals)	Twenty Four Mowing Cycles
October-December:	Once a month (Mid-Month)	Three Mowing Cycles

The area to be mowed must be cleaned of all trash & debris prior to mowing. The area to be cleaned will be from the front of the shelter to the curb and a minimum of 25ft in all other directions of the bus shelter, plus an area a minimum of 25ft in all directions of the JTA trash drums that may be located at the bus stop site.

Group V Pressure Washing Requirements to be Maintained/Pricing as follows:

Pressure washing will occur on a quarterly basis.

	<u>Type of Shelters</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>
1.	Brasco	5' x 9'	250 each	Quarterly
2.	Brasco	5' x 16'	40 each	Quarterly
3.	Brasco	5' x 12'	30 each	Quarterly
4.	Tolar	2' x 10'	30 each	Quarterly
5.	Tolar	2' x 15'	20 each	Quarterly
6.	Tolar	5' x 10'	75 each	Quarterly
7.	Tolar	5' x 15'	25 each	Quarterly
8.	Tolar BRT	2' x 15'	20 each	Quarterly
9.	Tolar BRT	5' x 15'	20 each	Quarterly
10.	Special Edition	2103 San Marco	1 each	Quarterly
11.	Special Edition	Regency	3 each	Quarterly
12.	Special Edition	Gateway	3 each	Quarterly
13.	Design Build	Main and 8 th St.	8 each	Quarterly

Group V Requirements:

Pressure washing must be performed with a HOT water pressure washer.

Pressure washing shelter, concrete area inside and outside of the shelter and the area around the trash containers as specified on a quarterly basis. This includes bus pad and sidewalk areas.

The surrounding area of the Bus stop Shelter shall be cleaned of any debris and/or any loose material that may exist prior to pressure washing.

The surrounding area to be cleaned shall be from the front of the shelter to the curb and a minimum of 25ft around the other three (3) sides of the shelter plus an area a minimum of 25ft around any JTA trash container that may be located at the bus stop site.

Group VI Emergency and Additional Work to be Maintained/Pricing as follows:

<u>Item/ Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>
1. General Cleaning	15 each	Monthly
2. Human Waste and Bodily Fluids	10 each	Monthly

Group VI Requirements:

The maximum response time allowed for any emergency bus stop maintenance shall not exceed four (4) hours.

It is the responsibility of the successful bidder to keep a record of emergency call outs that will be submitted monthly to the Transit Amenities Coordinator.

Any emergency call out for human waste and bodily fluids will require pressure washing using a hot water pressure washer.

Group VII: Additional Work to be Maintained/Pricing as follows:

<u>Item/ Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>
1. Emergency Bus Stop Response and Additional work	300	Hourly

Group VII Requirements:**ADDITIONAL WORK:**

A. The Contractor shall, upon request, provide all labor, material and equipment necessary to perform additional work which the Owner deems necessary. The work shall be defined as that which is unforeseen or unpredictable and therefore, cannot be estimated.

B. Additional work must be approved, in writing, by the Owner prior to the performance of such work, unless such work must be performed in order to prevent serious injury to persons or property.

C. Additional work may be requested by the Owner and performed by the Contractor,

upon issuance of an additional purchase order by the Owner. The contractor shall not agree to perform additional work outside of the contract, without confirmation of purchase order issuance.

D. The Owner reserves this right to negotiate a mutually agreed upon price for any new sites acquired during the contract period. In the event both parties cannot mutually agree upon a price, the Owner reserves the right to solicit competitive quotations from other sources.

All bid prices are to remain firm for a period of one year from date of award.

By mutual agreement of both parties, this bid may be renewed on a year to year basis for four (4) additional one year periods. Total contract period not to exceed five (5) years.

The JTA will also maintain a record of any and all complaints received from private property owners. Vendors will be made aware of the complaints by e-mail affording them the opportunity to correct the problem. Continued complaints or an excessive number of complaints over a period of time or excessive frequency will be reason for cancellation of service contract. The decision of the JTA as to what constitutes excessive complaints or excessive frequency will be final. The JTA reserves the right to cancel this award without prior notification of this action. Effective date of cancellation may be immediate if in the opinion of the JTA that the situation so warrants. Decision of the JTA concerning the cancellation date will be final.

In the event of immediate award cancellation, the notifications of such cancellation may be verbal by way of a telephone call. At which time all work under this contract shall cease. Any verbal cancellations will be confirmed by way of a written letter of cancellation.

The Owner shall recover any costs associated with non-performance issues identified during regular and random inspections. Groups I, III, IV and V, within (24 hrs.) next business day of written or e-mail notice from the Owner; the Contractor must correct and report in writing the identified issue. Group II must be corrected before 10:00 AM and 3 PM. If the Contractor fails to respond or if the owner re-inspects after 24 hour notice has been given and has not been corrected, it will result in a reduction from the next monthly invoice the amount of the unit cost for the performance issues identified. The cost shall be treated separately from all assessments.

Award is to be All or None, or All of None by Group, whichever is in the best interest of the Jacksonville Transportation Authority (JTA).