



Tampa Downtown Partnership Request for Proposals for Wayfinding Program Inventory and Maintenance

REQUEST FOR PROPOSALS

Sealed proposals will be received at the Tampa Downtown Partnership (400 N Ashley Drive Suite 2125 Tampa, FL 33602) by **2:00pm, October 6, 2017**, at which time the proposals will be reviewed by the selection committee.

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I. Who We Are

The Tampa Downtown Partnership (“the Partnership”) believes that a healthy downtown benefits the entire metropolitan area. To that end, we facilitate the planning, management and development of Downtown Tampa as a vibrant, diverse, and economically healthy center of business for the Tampa Bay region. Since 1986, the Partnership has been an advocate for all aspects of the community, bringing together leaders from a broad range of industries and market segments to ensure Downtown Tampa remains an active central business district, arts and cultural center and residential neighborhood.

As a proactive leadership organization, the Tampa Downtown Partnership acts as an advocate for the downtown community, including over 225 member companies, 8,100 residents, and 58,000 employees. The Partnership is a 501c6 non-profit organization.

II. Existing System

In the early 1990s, the City of Tampa worked with the Tampa Downtown Partnership and key stakeholders to develop and fund a comprehensive vehicular wayfinding package in downtown Tampa. Then in preparation for Tampa hosting the 2009 Super bowl it was decided downtown

needed a program overhaul that rebranded, added destinations and consolidated the variety of signs into a single design theme.

The Wayfinding Project was a comprehensive effort to improve the signage infrastructure in Downtown Tampa that began with an analysis of existing and proposed highway signs, gateway signs, pedestrian/directional signs and parking signs. Based on this analysis, a plan was developed to replace outdated signs with newly designed signs and add missing signs to pick up where the FL Interstate Highway sign program leaves off. The Wayfinding Project had the support of Tampa Downtown Partnership, the City of Tampa, the Tampa Bay and Company and the many destinations that make Downtown Tampa a success story.

The new signage program was installed in 2008 and included 18 types of vehicular, parking and pedestrian wayfinding signs. Total signs numbered over 230 with a budget of \$700,000. See **Attachment A: All Sign Layout and Attachment B: Sign Types**

The wayfinding system, as is currently in place, improves directional notification for visitors and reinforces the Downtown Tampa brand. Implementing this wayfinding signage system has addressed many of the needs of visitors and locals using all modes of transportation, however, advances in technology, completion of two Riverwalk segments, Selmon Greenway, new parks, two-way road conversions, etc. and noticeable deficiencies in signage at challenging intersections bring up the need for a new assessment of the City's wayfinding system.

III. PROJECT SCOPE OF WORK

The intent of this solicitation is to address needs and concerns identified since implementation. It should revise the message schedule based on new development, other changes in Downtown Tampa and potential expansion to new areas of the City. It should also contemplate technology improvements that can complement the static signs as well as any new sign types required.

The Partnership and City desire all new signs introduced be MUTCD compliant and fabricated by the City of Tampa sign shop. The goal is to keep the overall design theme while improving the ease and cost of fabrication and maintenance.

The firm chosen will be responsible for managing all aspects of the design process up to and including the creation of any necessary bid documents for message schedule changes and/or new sign types. A future RFP may be issued to seek assistance with the bidding and construction phase of the project. The firm shall establish one point of contact for communication with the Partnership. The Partnership will provide a project manager to coordinate the review processes. The Partnership will form and handle communication with steering committee and stakeholders, including FDOT and City of Tampa. The meeting schedule will look something like this but can be modified by winning bidder:

1. Steering Committee – project kick-off
2. Stakeholder input
3. Steering Committee – mid-way through project

4. Stakeholder input
5. Steering Committee – final review

The Partnership reserves the right to limit the scope to what we deem necessary.

Task 1: Review and Analysis

1. Evaluate how people enter/leave Downtown Tampa and move between destinations and how this has changed since the implementation of the wayfinding signs
2. Evaluate how pedestrians enter/leave the Tampa Riverwalk since the completion of the latest two segments and segments being planned
3. Identify user groups, their specific needs, and potential wayfinding difficulties, particularly as they affect infrequent visitors, residents, and pedestrians
4. Review existing development plans for Downtown Tampa – new buildings, planned/new parking, new parks, etc. The Partnership will provide this information
5. Review existing City ordinances – Historic District Designation, Land Management Code, sign regulations, number of messages, MUTCD, etc. to ensure compliance
6. Review and inventory existing signage – including all sign types– in Downtown Tampa and on the Tampa Riverwalk
 - a. Inventory Status of Signs (in-place, missing, knocked-down, etc.)
 - b. Identify condition of signs
 - c. Confirm routing, messages and location are accurate and appropriate
 - d. Suggest new signs if information gaps exist or new circulation is required
 - e. Identify signs to be removed; consolidated and/or relocated
7. Specific areas to evaluate: correlate routes with crash data

Deliverable: Database and Sign Location Plan of existing conditions in GIS shape file format. Include a photo of each location’s context as part of the database.

Task 2: Develop Overall Wayfinding and Administrative Strategy

1. The consultant should meet with City sign shop to understand their capability.
2. Finalize sign types. The designer will work with the steering committee (formed by the Partnership) to determine if any new sign types should be added to the current wayfinding elements. Efforts will be made to minimize the meetings to no more than three (3) – as noted above. See Attachment B: Sign Types
3. Determine if additional districts should be established or adjacent neighborhoods should be included in the system. The Partnership will coordinate input from stakeholders.
4. Specifically determine if adequate:
 - signage directing to public parking, including from the Interstate exit
 - signage to the Tampa Riverwalk and public parks
 - methods to encourage remote parking for public events
5. Recommend a digital wayfinding strategy based on QR codes, apps or other tools implemented successfully in other cities.
6. Establish new criteria and evaluate current criteria:
 - a. Destinations included on signs

- b. Method to evaluate requests for signage
- c. Method to change an existing destination name
- d. Adding a message when no room on sign (how to prioritize)
- e. Incorporate off-site signage into the development review process

Deliverables: Report with information outlined above, including estimated cost of repairs and phasing plan.

Task 3: Final Planning and Design

1. Review current system and determine what destinations should be included in the system, review destination names and suggest alternate terminology that might clarify wayfinding.
2. Revise sign template: The designer will suggest any needed new sign templates as indicated by the project committee. Create any new sign types based on the City of Tampa sign shop capabilities. Complete up to two rounds of design revisions
3. Revise the destination list including recommended terminology for primary and secondary destinations. Format in GIS database.
4. Prepare updated Sign Location Plans and Sign Message Schedules.
5. The designer will provide digital file and hard copy of each template for review.
6. Revise Sign Location Plans and Sign Message Schedules: The designer will make modifications to the existing signs as necessary. Assist Partnership with any materials needed for meetings with key stakeholders.
7. Add detailed specifications to the final Design Intent Drawings (exact dimensions, letter heights, materials, mounting details, color specifications, and material performance standards).
8. Create the Statement of Probable Cost for the fabrication, installation, cleaning and maintenance.
9. Develop a phasing plan for implementation (with stakeholder input).
10. Update the City's Wayfinding and Signage Reference Manual: The designer should modify the guide used for re-ordering signs and maintaining the wayfinding system. The Manual should update the system summary, map of sign locations, content, criteria, shop drawings of each type of sign, recommendations for future project expansion, rules of thumb regarding sign placement, method of updating/replacing signs, method for adding and deleting entities from the system, and roles and responsibilities of all parties involved in project (tracking, maintenance, ordering, etc.). The manual should be submitted in both hardcopy and electronically. The electronic document should be in an editable format.
11. Please quote the cost and process for Construction Administration during implementation. It is unclear at this time if funding is available for this task.

Deliverable: Sign Location Plans in electronic format. Location Details (photo of the location, with a small / simple drawing showing the location of the sign / distance from intersection and

any surrounding fixtures. Including comments that may affect installation (i.e. trim back trees, relocate existing planter, etc.) and Message Schedule.

Bidding document with all information necessary to price and submit a bid for the project. Any updated or new sign types, specifications and materials, shall meet the current MUTCD requirements for Community Wayfinding / Section 2D.50 and FDOT Chapter 14-51 of the Administrative Code for Guide Signs.

IV. Terms and Conditions

Violation of these requirements could result in termination of the contract.

1. The term of the project shall be for approximately three (3) months from contract award. The term of any agreement may be terminated by either party upon thirty (30) days written notice, in the event of failure to fulfill or comply with any material term of the agreement, and such breach remains uncured thirty (30) days after written notice of default. See Section IX for further clauses.
2. During the term, the contractor shall bill the Partnership for each task. Proper invoices will be paid within 30 days of receipt.
3. The contractor shall act as an independent contractor and the relationship established hereunder between the parties shall not be construed as that of an employer-employee, partnership, joint venture or other form of joint enterprise. In addition, any employees, agents, representatives, independent contractors, or consultants of the contractor that provide services to the Partnership shall not be deemed employees of the Partnership.
4. The contractor will carry primary, non-contributing Commercial General Liability, Worker's Compensation, and Comprehensive Automobile insurance in the minimum limits shown below.
 - General Liability \$1,000,000
 - Workers Compensation \$500,000 (shall include Premises & Operations, Personal and Advertising Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, including Completed Operations and Products and Completed Operations Liability Coverage).
 - Automobile \$1,000,000
 - Bodily Insurance & Property -- \$1,000,000 limit for bodily injury and property damage per occurrence and a \$2,000,000 Aggregate.
5. The Partnership, City of Tampa and all of our funders will be named as additional insured on General Liability and Auto/Umbrella policies. In addition, a waiver of subrogation on the Workers Compensation in favor of the Partnership and other funders is required. The Partnership reserves the right to modify insurance requirements at any time. Proof of all insurance policies is required to be submitted to the Partnership prior to service commencing.
6. The contractor must have a current Business License registered in the state of Florida throughout the contract period.

V. Proposal Content and Format

Proposals must follow the format and contain the content as requested below. Failure to do so

may result in disqualification. Proposals will be held for 30 days after opening. Any budget information will be valid for up to 180 days upon receipt. Once selected, a professional services agreement will be negotiated between the Partnership and the contractor.

Section 1 Introduction

Introduce the company; identify key personnel and their specific task assignment for this contract. Provide contact name, cell number and email address for purposes of communication during the procurement process.

Section 2 Qualifications

Tell us about your qualifications and experience. Preference will be given to firms with experience with urban/downtown wayfinding. Provide a description and examples of at least three similar projects completed. Include references with a contact name, phone number and email.

Section 3 Schedule/Fees

Provide a proposed scope of services, based on the needs described above, including a schedule for completion and fee for services broken out by task.

VI. **Proposal Submission Requirements**

One (1) paper copy with an original signature and one (1) electronic copy must be submitted on or before 2:00pm, October 6, 2017 to 400 N Ashley Dr. Suite 2125 Tampa, FL 33602 and KKress@tampasdowntown.com. Envelope should be labeled: "Proposal for Downtown Wayfinding Project." The Partnership will not accept an electronic copy that is in multiple files. The Partnership will reject any faxed or late proposals.

Complete proposal packages are available to download from <https://www.tampasdowntown.com/news/wayfinding-rfp/>

Evaluation

Proposals will be evaluated on the following criteria:

Responsiveness to Scope of Services/Plan of Action 25%

Budget 25%

Relevant Experience 20%

Qualifications 20%

Reference Responses 10%

Discussion may be conducted with responsible respondents who submit Proposals determined to be reasonably susceptible to be selected for award for purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements.

The Partnership reserves the right to reject any or all Proposals or accept what is, in its judgment, the Proposal which is in the Partnership's best interest. The Partnership further reserves the right, in the best interests of the Partnership, to waive any technical defects or

irregularities in any and all Proposals submitted.

The Partnership reserves the right to investigate the qualifications of all respondents under consideration; to confirm any part of the information furnished by a respondent; and/or to require other evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of work under a resulting contract.

Respondents are hereby reminded that the Partnership reserves the right to award a contract following evaluation of initial proposals. Respondents should therefore ensure that they submit their best technical and price proposals in their initial proposal submissions.

The Partnership shall be the sole judge of proposers' qualifications.

Estimated Procurement Process Timeline

The Partnership expects to follow the estimated time line below. The Partnership reserves the right to modify the timeline as deemed necessary. The Partnership reserves the right to request a best and final offer from shortlisted respondents.

Proposal advertised 9/15/17

Questions Period Ends 9/29/17

Proposal Submission Deadline 10/6/17

Evaluation Period Ends 10/13/17

Notice of Award 10/16/17

Negotiation of Professional Services Contract 10/16 – 10/20

Contract Begins 10/23/17

Contract Ends 1/31/18

Questions and Clarifications

All questions regarding the Terms and Conditions and procurement process must be submitted via email to kkress@tampasdowntown.com. Q&As will be shared with all respondents at <https://www.tampasdowntown.com/news/wayfinding-rfp/>. Any revisions to the RFP will be done by written addendum only. No oral answers to questions may be taken as amendments to the proposal.

The Partnership reserves the right, at its sole discretion, to release for inspection or copying any document, plan, specification, proposal or other writing submitted pursuant to this RFP.

Discussion may be conducted with responsible respondents who submit Proposals determined to be reasonably susceptible to be selected for award for purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements.

The Partnership must approve all subcontractors. The agreement/contract may not be assigned without the written approval of the Partnership. The cost of proposal preparation shall be borne solely by the persons or entities submitting proposals.

VII. Legal Disclaimers /Additional Terms and Conditions

General Conditions

The Partnership reserves the right to:

- Modify or cancel the selection process or schedule at any time
- Waive minor irregularities
- Reject any/ or all responses to this RFP and seek new proposals when it is in the best interest of the Partnership to do so
- Seek clarification or additional information from respondents as it deems necessary to the evaluation of the response
- Request any additional information or evidence from individual respondents, including but not limited to evidence of the respondent's financial status
- Incorporate this RFP and the selected team's response to this RFP as a part of any formal agreement between the Partnership and the respondent
- Negotiate modifications to the RFP with the selected respondent as part of the negotiation process
- Modify the RFP opportunity available to potential development teams

Any offer submitted as a result of the RFP shall be binding on the Respondent for Ninety (90) calendar days following the specified opening date. Any proposal for which the respondent specifies a shorter acceptance period may be rejected.

If the Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Respondent shall immediately notify the Partnership of such error in writing and request modification or clarification of the document. The Respondent is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP of the matter shall be waived.

Termination

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

(b) Termination for Default: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Partnership may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for

supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If the Contractor defaults in performance of this contract the Partnership has the right to withhold the disputed amounts.

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

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

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

Federal Requirements Section/No Obligation by the Federal Government

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Highway Administration (FHWA) assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the

Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

Access to Records

The following access to records requirements apply to this contract:

(a) The Contractor agrees to provide the Partnership, the FHWA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FHWA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

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

Federal Changes

The Contractor shall at all times comply with all applicable FHWA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Partnership and FHWA, as they may be amended or

promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Nondiscrimination

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements 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. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(a) Primary Covered Transactions. [This certification applies to the offer submitted in response to this solicitation and will be a continuing requirement throughout the term of the prime contract.]

(1) In accordance with the provisions of Appendix A to 49 Code of Federal Regulations (CFR) Part 29, the respondent certifies to the best of its knowledge and belief, that it and its principals:

(i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) have not within a three-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(ii) of this Certification; and

(iv) have not within a three-year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the respondent is unable to certify to any of the statements in this certification, the respondent shall attach an explanation to this offer.

(b) Lower Tier Covered Transactions. [This certification applies to a subcontract at any tier expected to equal or exceed \$25,000 and will be a continuing requirement throughout the term of the prime contract.]

(1) In accordance with the provisions of Appendix B to 49 Code of Federal Regulations (CFR) Part 29, the prospective lower tier participant (subcontractor) certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

(c) The Certification required by subparagraph (b), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of certifications to the Contracting Officer upon the Contracting Officer's request.

Access Requirements for Individuals with Disabilities

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

(d) US. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR. Part 37;

(e) US. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR. Part 27;

(f) US. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR. Part 38;

(g) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR. Part 35;

(h) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR. Part 36;

(i) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 CFR. Part 101-19;

(j) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR. Part 1630;

(k) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR. Part 64, Subpart F; and

(l) FHWA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

Clean Air and Water Act

(a) Definitions:

(1) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

(2) "Clean air standards," as used in this clause, means:

(i) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(ii) An applicable implementation plan as described in Section 110(d) of the Air Act [42 U.S.C. 7410(d)];

(iii) An approved implementation procedure or plan under Section 110(c) or Section 111(d) of the Air Act [42 U.S.C. 7411(c) or (d)]; or

(iv) An approved implementation procedure under Section 112(d) of the Air Act [42 U.S.C. 7412(d)].

(3) "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

(4) "Compliance," as used in this clause, means compliance with:

(i) Clean air or water standards; or

(ii) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

(5) "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised, by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

(6) "Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

(b) The Contractor agrees:

(1) To comply with all the requirement of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring,

entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best effort to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this paragraph (b)(4).

Drug and Alcohol Testing

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Florida, or the Partnership, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process.

Contract Work Hours and Safety Standards Act- Overtime Compensation-Nonconstruction

(m) Overtime Requirements. No Contractor 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 laborers or mechanics in any workweek in which the individual is employed on such work to work in excess for forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(n) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause 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 (40) hours without payment of the overtime wages required by the provisions set forth in paragraph (a) of this clause.

(o) Withholding for Unpaid Wages and Liquidated Damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal Contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(p) Payrolls and Basic Records.

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(q) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Disadvantaged Business Enterprise (DBE) Program

It is the policy of the Partnership and the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have a level playing field and an opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 applies to this contract.

Energy Policy and Conservation Act

The Contractor shall recognize mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

Notice of Federal Requirements

The Contractor is advised that Federal requirements applicable to this contract as set forth in federal law, regulations, policies, and related administrative practices may change during the performance of this contract. Any such changes shall also apply to this contract.

Restrictions on Lobbying

(r) The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in 31 U.S.C. § 1352 and 49 CFR Part 20, and as those authorities may be hereafter amended.

(s) If a Standard Form LLL, Disclosure of Lobbying Activities, is required to be completed by the Contractor or subcontractor at any tier, such disclosure form shall be furnished to the Contracting Officer.

Incorporation of Federal Transit Administration (FHWA) Terms

These provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth herein. All contractual provisions required by DOT, as set forth in FHWA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FHWA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract.

Recycled Products

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

Buy America Provision

This solicitation and the resulting contract are subject to the Buy America requirements of 49 U.S.C. § 5323(j) and the Federal Transit Administration's implementing regulations found at 49 CFR § 661, the provisions of each of which are incorporated herein by reference. These regulations require, as a matter of responsiveness, that the bidder or respondent submit with its offer a completed certification in accordance with 49 CFR § 661.6 or § 661.12, as appropriate. These certifications are set forth in Exhibit U of this solicitation.

VIII. Authorized Signer

I HEREBY CERTIFY THAT MY OFFER IS IN FULL COMPLIANCE WITH THIS SOLICITATION AND ALL THE TERMS AND CONDITIONS IMPOSED HEREIN AND AGREE TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, ACCORDINGLY. AS THE UNDERSIGNED REPRESENTATIVE FOR THEIR RESPONDENT, I ALSO CERTIFY THAT I AM AN AGENT AUTHORIZED TO BIND MY COMPANY TO THIS OFFER AND UNDERSTAND THAT FAILURE TO SIGN THIS OFFER SHALL RESULT IN OUR OFFER BEING REJECTED.

Professional:

(signature)
By: _____
(name)
Title: _____
Date: _____

- IX. Attachments:**
Attachment A: All Sign Layout
Attachment B: Sign Types