



SOLICITATION, OFFER AND AWARD FORM

REQUEST FOR PROPOSALS

1. SOLICITATION #: RFP-9470	4. BRIEF DESCRIPTION: STATE AND FEDERAL LEGISLATIVE SERVICES
2. ISSUE DATE: August 4, 2014	
3. FOR INFORMATION CONTACT: NAME: Alvin Burns PHONE: 813-384-6439 FAX: 813-384-6286 E-MAIL: burnsa@gohart.org	

5. CONFERENCE: (See Exhibit C for more information.) To participate in the pre-proposal conference by audio conference, please call the following toll number: (US/Canada) 1-850-479-3207 – Access Code 660 577 676. In addition, a WebEx has been scheduled at the following: <https://gohartevents.webex.com/gohartevents/onsstage/a.php?d=660577676&t=a>; Event # 660 577 676; Password: 123321

LOCATION: 1201 E. 7th Avenue, 3rd Floor Tampa, FL 33605 DATE AND TIME: August 18, 2014 11:00 a.m. Eastern Standard Time

6. SUBMIT OFFER TO THE FOLLOWING ADDRESS: Hillsborough Transit Authority (HART) Attn: Procurement and Contracts Administration Department, RFP-9470 1201 E. 7 th Avenue, 3 rd Floor Tampa, FL 33605	7. OFFER SUBMISSION DUE DATE AND TIME: September 2, 2:00 p.m., Eastern Standard Time
--	---

8. SUBMIT WITH OFFER: Original offer and one (1) photocopy plus one (1) electronic copy (CD or Flash Drive) including the exhibits and attachments listed on Page 2 of this form..

9. Offers will not be publicly opened

10. FIRM OFFER PERIOD: Offers shall remain firm for a period of 120 calendar days from the date specified in Block 7, above.

11. This solicitation and any resulting contract, respectively, consists of this Form and the exhibits and documents designated on Page 2 of this form.

OFFER

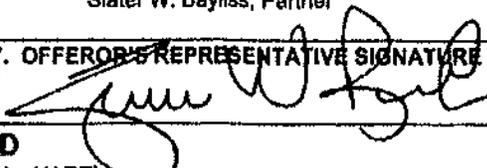
(To be completed by Offeror)

12. DISCOUNT FOR PROMPT PAYMENT: N/A %, _____ Calendar Days (Please refer to Invoice and Payment clauses in Exhibit D)

13. If this offer is accepted within the period specified in Block 10, above, the offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.

14. ACKNOWLEDGEMENT OF AMENDMENTS: The offeror acknowledges receipt of the following solicitation amendments (write in all amendment numbers and amendment dates.

Amendment Number and Date	Amendment Number and Date	Amendment Number and Date

15. OFFEROR'S NAME AND ADDRESS: (Type or Print) The Advocacy Group at Cardenas Partners LLC 215 South Monroe Street, Suite 602 Tallahassee, FL 32301 TELEPHONE: 850.222.8900 E-MAIL: swb@cardenaspartners.com CELL PHONE: 850.251.7710 FAX: 850.841.7653	16. NAME AND TITLE OF OFFEROR'S REPRESENTATIVE (PERSON AUTHORIZED TO EXECUTE CONTRACTS): (Type or Print) Slater W. Baylles, Partner 17. OFFEROR'S REPRESENTATIVE SIGNATURE & DATE:  8/28/14
---	--

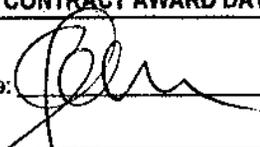
AWARD

(To be completed by HART)

18. DBE There are no DBE goals assigned to this solicitation.

19. ACCEPTED AS TO: The Schedule	20. TOTAL AMOUNT OF AWARD: \$80,000.00	21. CONTRACT NUMBER: VC-000467
---	---	---------------------------------------

22. HART'S CONTRACTING OFFICER'S SIGNATURE & CONTRACT AWARD DATE:

Name: Katharine Eagan Signature:  Date: 11/15/14

NAME	FORM DESCRIPTION	FORM #	SUBMIT WITH OFFER
Cover Sheet	Solicitation, Offer and Award Form	CS-01	YES
Schedule	Schedule	S-01	YES
Exhibit A	Representations and Certifications	A-02	YES
Exhibit B	Special Solicitation Instructions and Conditions	B-01	NO
Exhibit C	Solicitation Instructions and Conditions	C-03	NO
Exhibit D	Special Provisions	D-01	NO
Exhibit F	General Provisions	F-02	NO
Exhibit G	Small Business Enterprise	G-03	NO
Exhibit H	Statement of Work	H-01	NO
	Offeror's Proposal		YES

HILLSBOROUGH TRANSIT AUTHORITY (HART)
TAMPA, FLORIDA

SCHEDULE

CAUTION: A false statement in any offer submitted to HART may be a criminal OFFENSE.

NOTE: For Invitations for Bids the terms "Offer" and "Offeror" shall mean "Bid" and "Bidder", respectively; and for Request for Proposals the terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits.

THE OFFEROR MUST SIGN AND DATE THIS SCHEDULE WHERE PROVIDED AND SUBMIT ALL PAGES WITH THE OFFER.

The line item unit price(s), if applicable, must include all costs that the offeror intends to recover, such as, but not limited to: supervision, labor, equipment, materials, vehicle licensing, vehicle title, warehousing, freight, pick-up, financing, carrying charges, and all other such charges to accommodate the supplies/services and delivery requirements. No price adjustments will be made, unless specifically provided for by an additional provision included in this contract.

STATE LEGISLATIVE SERVICES

FIRM FIXED MONTHLY FEE

Line Item	Labor Discipline	Unit of Measure	(A) Two (2) Year Base Term	(B) One (1) Year Option Term	(C) One (1) Year Option Term
1	Fixed Monthly Fee	Monthly	\$40,000/year or \$3,333.33/month	\$40,000/year or \$ 3,333.33/month	\$40,000/year or \$ 3,333.33/month
Total and Basis for Award (A) + (B) + (C) =>					\$ 160,000 (4 years)

TIME AND MATERIALS OPTION*

Line Item	Labor Discipline	Unit of Measure	(A) Two (2) Year Base Term	(B) One (1) Year Option Term	(C) One (1) Year Option Term
1	Principal	Per Hour	\$ *	\$	
2	Legislative Liaison	Per Hour	\$	\$	
3	Public Affairs Advisor	Per Hour	\$	\$	
4	Policy Advisor	Per Hour	\$	\$	
5	Communications Consultant	Per Hour	\$	\$	
6	Legislative Administrative Assistant	Per Hour	\$	\$	
Total and Basis for Award (A) + (B) + (C) =>					\$

***Note: See paragraph 1 of Exhibit D**

*Our business structure does not allow for us to charge an hourly rate, however, we would certainly negotiate separate fees in the event that HART would like to retain The Advocacy Group for services outside the scope of this agreement.

NAME & TITLE OF OFFEROR'S REPRESENTATIVE:

(Print or type)

Slater W. Bayliss, Partner

(Name & Title)

SIGNATURE & DATE:

[Handwritten Signature] 8/28/14
(Signature of Offeror's Representative)

EXHIBIT A
REPRESENTATIONS AND CERTIFICATIONS
(LOCALLY ASSISTED SUPPLY/SERVICE CONTRACT)

**** NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH THE OFFER ****

TABLE OF CONTENTS

- 1. Affirmative Action Compliance 1
- 2. Contingent Fee 1
- 3. Covenant Against Gratuities 1
- 4. Disadvantaged Business Enterprise (DBE)..... 2
- 5. Interest of Public Officials 2
- 6. Parent Company and Identifying Data..... 2
- 7. Type of Business 2
- 8. Certification of Independent Price Determination 3
- 9. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion 3
- 10. Certification of Non-Segregated Facilities 4
- 11. Certification of Restrictions on Lobbying 4
- 12. Communication Policy and Certification 5
- 13. Conflict of Interest Certification..... 5
- 14. Non-Discrimination Assurance 6
- 15. Disadvantaged Business Enterprise Goals 6

REPRESENTATIONS

1. Affirmative Action Compliance

(a) The offeror represents as part of its offer that it has a workforce of (# of employees): 7

(b) It (Mark one with an "X"):

*The Advocacy Group at Cardenas Partners LLC is not currently required to have an Affirmative Action Program, however, we will develop one if required.

- has developed and has on file
- has not developed and does not have on file *

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or it (Mark one with an "X"):

- has
- has not

previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

2. Contingent Fee

Except for full-time bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (Mark one with an "X"):

- has
- has not

been employed or retained any company or persons to solicit or obtain this contract, and (Mark one with an "X"):

- has
- has not

paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

3. Covenant Against Gratuities

The offeror represents as part of its offer that no employee, official, or member of the Board (Executive Committee) of the Authority is or will be pecuniarily interested or benefited directly or indirectly in this contract. The Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board (Executive Committee) of the Authority with a view toward securing favorable

treatment in the awarding, amending, or evaluating the performance of any contract resulting from the solicitation. For breach of any representation or warranty in this clause, the Authority shall have the right to annul this contract without liability and/or have recourse to any other remedy it may have at law.

4. Disadvantaged Business Enterprise (DBE)

The offeror represents as part of its offer that it (Mark one with an "X"):

is is not

a disadvantaged business enterprise (DBE). A DBE is defined as "a for-profit small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in case of any publicly owned business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it." For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Native Americans; women; and any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

5. Interest of Public Officials

The offeror represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will be pecuniarily interested or benefited directly or indirectly in this contract.

6. Parent Company and Identifying Data

(a) The offeror represents as part of its offer that it (Mark one with an "X"):

is is not

owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control an offeror as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(b) If the offeror is not owned or controlled by a parent company, it shall insert its own Employer's Identification Number below:

27-0393975

(c) If the offeror is owned or controlled by a parent company, it shall enter in the blocks below the name and main office address of the parent company, and the parent company's Employer's Identification Number.

NAME OF PARENT COMPANY AND MAIN OFFICE ADDRESS (INCLUDE ZIP AND PHONE):

N/A

PARENT COMPANY'S EMPLOYER'S IDENTIFICATION #:

7. Type of Business

(a) The offeror represents as part of its offer that it operates as (Mark one with an "X"):

- an individual
- a sole proprietorship
- a partnership
- a corporation

another entity Limited Liability Company

(b) If incorporated, under the laws of the State of:

Florida

(c) Age of the firm: 5 years, 2 months

The Advocacy Group Practice was opened in 2003 within the Tew Cardenas Law Firm.
In 2009,

(d) Previous year's annual gross receipts:

less than \$500K \$500K - \$2 mil. \$2 mil. - \$5 mil. more than \$5 mil.

CERTIFICATIONS

8. Certification of Independent Price Determination

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) He/she: (i) is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

9. 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 offeror 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 offeror is unable to certify to any of the statements in this certification, the offeror 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.

10. Certification of Non-Segregated Facilities

(a) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

(b) The offeror agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract.

(c) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or nation origin, because of habit, local custom or otherwise.

(d) It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain such certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

Note: the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

11. Certification of Restrictions on Lobbying

This Certification is applicable if the offer exceeds \$100,000.

(a) By submission of this offer, the offeror certifies, to the best of his or her knowledge or belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, or 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions [as amended by "Government-wide Guidance for New restrictions on Lobbying," Fed. Reg. 1413 (1/19/96)].

(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.

(b) 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 or not more than \$100,000 for each such failure.

12. Communication Policy and Certification

(a) All oral and written communications with the Authority regarding this solicitation should be exclusively with, or on subjects and with persons approved by, the Purchasing Agent identified in this solicitation. Discussions or communications with any other person could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of the Authority's procurement system.

(b) By submission of this offer, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any Authority employee or other representative (including Board members, HART contractors, or HART consultants) other than the individual, or person(s) and on subjects approved by the Purchasing Agent listed in the solicitation, except as described below: (CHECK "NONE" IF NONE EXISTS.)

NONE

Name of HART Representative

Date and Subject of Communication

(c) This certification concerns a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to any other remedies the Authority may have, the Contracting Officer may terminate the contract resulting from this solicitation for default and/or recommend that the offeror be debarred or suspended from doing business with the Authority and/or have recourse to any other remedy it may have at law.

(d) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, he/she learns that its certification was, or a subsequent communication makes, the certification erroneous.

13. Conflict of Interest Certification

By submission of this offer, I certify that:

(a) I have read and understand the General Provisions clause entitled "Interest of Public Officials" that will be incorporated into any contract resulting from this solicitation. I further understand that the pecuniary interest in that clause includes employment relationships.

(b) I understand the Authority has an internal conflict of interest policy for its employees that includes as an actual or possible conflict of interest whether or not a member of the employee's immediate family works for a firm doing, or seeking to do, business with the Authority.

(c) Mark one with an "X":

- To the best of my knowledge and belief, no employee of my firm is related to an Authority employee; or
- An employee of my firm is related to an Authority employee and a letter to the Contracting Officer explaining that relationship is attached to this Exhibit A.

(d) The requirements of this certification have been passed through to all first-tier subcontractors or subconsultants anticipated to be used at the time of the submission of my offer.

14. Non-Discrimination Assurance

The offeror certifies that it will not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The offeror understands that it is required to insert the substance of this clause in all subcontracts and purchase orders. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer that it will include this certificate, without modification, in all subcontracts and purchase orders.

15. Disadvantaged Business Enterprise Goals

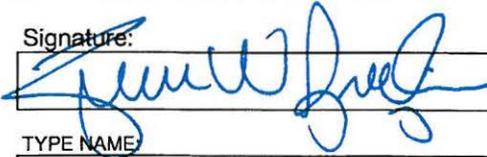
If goals have been established, by submission of this offer, the offeror certifies that it will comply with the provisions of Exhibit G entitled "Disadvantaged Business Enterprise Provisions," and will meet such goals as are established in any ensuing contract.

SIGNATURE BLOCK FOR ALL REPRESENTATIONS & CERTIFICATIONS

NAME OF OFFEROR & ADDRESS (INCLUDE ZIP & PHONE)

The Advocacy Group at Cardenas Partners LLC 215 South Monroe Street Suite 602 Tallahassee, FL 32301 850.222.8900
--

Signature:



TYPE NAME

Slater W. Bayliss, Partner

DATE:

8.28.14

OFFERORS MUST SET FORTH FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING THIS ATTACHMENT). FAILURE TO DO SO MAY RENDER THE OFFER NONRESPONSIVE OR UNACCEPTABLE.

EXHIBIT B

SPECIAL SOLICITATION INSTRUCTIONS and CONDITIONS

Table of Contents

1. Introduction and Purpose of Solicitation	1
2. Evaluation and Basis for Award	1
3. Proposal Preparation and Format.....	1
4. Evaluation of Proposals and Selection Procedure	4
5. Incorporation of Offeror's Proposal	5
6. Organizational Conflict of Interest.....	5

1. Introduction and Purpose of Solicitation

(a) The Hillsborough Transit Authority (HART) is a regional transportation authority and special tax district charged with planning, financing, constructing and operating public transit facilities and service within Hillsborough County. HART provides scheduled local and express bus services to the cities of Tampa, Temple Terrace, parts of unincorporated Hillsborough County and connections to Pinellas County. HART has approximately 700 employees and a fleet of approximately 200 buses and 39 vans and 71 staff and support vehicles. HART operates the TECO line Streetcar System for the Tampa Historic Streetcar Inc. The fleet consists of 11 streetcars, 10 owned by HART and one provided under an operations agreement with the City of Tampa and Ybor City Street Railway Society Inc.

The HART Board of Directors has adopted the following statement as the Authority's mission: The mission of the Hillsborough Transit Authority (HART) is to provide safe, innovative and cost-effective public transportation services that enhance the quality of life in our community.

(b) The purpose of this solicitation is to secure a qualified firm or individual interested in providing Federal Legislative Support Services on behalf of the Authority, as described in Exhibit H, Statement of Work.

2. Evaluation and Basis for Award

(a) Multiple contracts may be awarded.

(b) The Authority shall evaluate offers for award purposes by including the Year Two Option pricing.

(c) Offerors shall price all items listed in the Schedule. The Authority will evaluate each of the two pricing schemes (Time and Materials, and Firm Fixed Monthly Fee) based on existing budgetary limitations.

(d) Detailed Description of Supplies/Services Not in Schedule. Item descriptions in the Schedule are not intended as complete descriptions of the required supplies and/or services to be purchased under this solicitation. Complete descriptions are provided in Exhibit H, Statement of Work in this solicitation document.

(e) Right to Reject Materially Unbalanced Offers. The Authority reserves the right to reject offers that are materially unbalanced, i.e., that contain unreasonably high unit prices for some items and/or unreasonably low unit prices for other items.

3. Proposal Preparation and Format

(a) Offerors shall submit one original, one copy and one electronic copy (CD or Flash Drive) of their proposal, including both technical and price. Proposals must be received in the location and before the time and date on the solicitation cover sheet (Solicitation, Offer and Award Form).

(b) Unnecessarily elaborate proposals or lengthy presentations are not desired.

(c) Proposals shall be organized as follows:

Section 1	Introduction of Firm and Required Submittals (Forms and Exhibits)
Section 2	Qualifications of the Firm
Section 3	Qualifications of the Staff
Section 4	Work Plan
Section 5	Price (Schedule)
Section 6	Exceptions to Terms and Conditions (if any)
Section 7	Promotional Literature

(d) Minimum Qualifications. Upon receipt of proposals, the Authority shall evaluate them to determine whether the below qualifications have been met. If not, the proposal will be rejected and will not be considered further in the competition.

(1) State Level

(i) The Offeror shall have a minimum five (5) years' local presence and experience representing clients before the Florida Legislature, Hillsborough County legislative delegation, experience in working with the leadership of both the Florida House and Senate, Governor's Office, Cabinet and Executive Department agencies, regional legislative Delegations and the Florida Department of Transportation

(2) Federal Level

(i) The Offeror shall have a minimum seven (7) years' experience representing clients to the United States Congress, U.S. Department of Transportation, and the Federal Transit Administration (hereinafter referred to as the "Delegation").

(ii) The Project Manager shall have a minimum ten (10) years' experience working with and/or representing clients to the Delegation. The Offerors personnel shall have a minimum two (2) years' experience representing clients to the United States Congress, U.S. Department of Transportation, or the Federal Transit Administration; and a minimum four (4) years' experience working for the United States Congress, U.S. Department of Transportation, or the Federal Transit Administration.

(e) Proposals submitted by Offerors that meet the minimum qualifications, above, will be evaluated for award based on the following "technical" to "price" split. A breakdown of points is provided below.

(1) **Technical acceptability (700 Total Maximum Points) and**

(2) **Price (300 Total Maximum Points)**

(f) Technical proposals shall contain the following sections. Factors and any subfactors described with relative weights or points will be evaluated to determine whether the proposal submitted shall be characterized as "Acceptable", "Potentially Acceptable" (that is, susceptible of being made "Acceptable"), or "Unacceptable". Evaluation factors (with the exception of the price proposal) are specifically keyed to the information requested in this provision.

(1) **Section 1 – Introduction and Submittals (No points)**. Include, at a minimum, the following items, completed and signed:

(i) A letter of introduction from the prime contractor to include:

(i) members of a partnership, joint venture, or other teaming arrangement, whichever is applicable, and an introduction of all major subcontractors/subcontractors who may be involved in the performance of the work; and

(ii) a discussion of the primary business experience, length of time in business, ownership, office locations, specific location of the principal office from where the main work will be performed, contact information (i.e., contact names, telephone and facsimile numbers, and email addresses), and other information introductory in nature for each firm involved in making the proposal; and

(iii) an affirmative statement guaranteeing the key personnel named in the staffing plan will be assigned to the project, unless such employment is duly terminated. If substitutes or "backup" personnel are planned on a contingency basis, such personnel shall also be named with a similar guarantee of assignment.

(ii) The Solicitation, Offer and Award Form,

(iii) Exhibit A,

(2) **Section 2 - Qualifications of the Firm and/or Team (200 Total Maximum Points)**. At a minimum:

- (i) Discuss the Offeror's experience, qualifications and skills. At a minimum describe the firm's history, length of time in business, locations, types of services offered and direct experience in providing the services described in the solicitation. Provide dates, locations, costs of assignments and current contact information for business references and clients. The Authority reserves the right to verify this information.
- (ii) **Solely For State Legislative services** , identify any offices located within HART's service area and the length of time team members have represented clients before the Florida Legislature and the Hillsborough County legislative delegation, as well as transit lobbying experience.
- (iii) Discuss the qualifications of all other firms proposed to be utilized in the performance of the work (including Joint venture members or major subcontractors) and clearly differentiate which qualifications listed relate to which firm.
- (iv) Offeror shall also describe relevant experience working within the transit and/or transportation industries.
- (v) Describe procedures, processes and methods for interfacing with the Authority from beginning to end.
- (vi) Discuss the firm's demonstrated success in advancing a legislative agenda with diverse political constituency.
- (vii) Disclosure of the firm's support and pursuit of funding opportunities with other like organizations and agencies during the proposed period of performance.

(3) **Section 3 - Qualifications of Staff (200 Total maximum Points)**.

At a minimum:

- (i) Provide a staffing plan that identifies the project manager(s) and any other key personnel who will be assigned to the project. Also discuss the experience, qualifications and skills of each key individual.
- (i) **Solely for State Legislative services**, include successes in advancing a legislative agenda with the Hillsborough County legislative delegation.
- (ii) Submit resumes of the project manager(s) and key personnel (inclusive of all relevant joint venture and subcontractor personnel) who will be assigned to the project. Resumes must be complete and concise, featuring experience that is most directly relevant to the task responsibility to which the individual will be assigned. Resumes must be dated (e.g., dates of education, experience, employment, etc.) and must state the function(s) to be performed on the project by each of the key personnel.
- (iii) Discuss the percentage (%) of time to be committed to the project by each of the project manager(s) and designated key personnel.
- (iv) Two (2) references with names, addresses, telephone numbers and contact persons for each of the designated key personnel (whether prime or subcontractor personnel).
- (v) An organization chart, complete with a listing of all job classifications and the number of full and part time employees in each job classification, to be used in the work performance. Also identify which job classifications relate to subcontractor personnel.

(4) **Section 4 - Work Plan (300 Total Maximum Points)**.

- (i) Provide a description of how the Offeror proposes to perform the work. Including a description of the firm's methodology for assigning resources to accomplish the tasks described in Exhibit H, Statement of Work.
- (ii) Provide a timeline showing the various tasks and deliverables demonstrating the firm's ability to meet the expected project performance period.

(iii) Describe procedures, processes and methods for tracking the progress of the project and interface with the Authority from beginning to end.

(iv) Identify potential impediments, obstacles, or problems that could negatively impact upon work performance.

(v) Detail specific tasks the Authority will be required to accomplish during contract performance or prior to contract award and how the Offeror will successfully accomplish the work if such tasks are not performed.

(5) Section 5 - Price (300 Total Maximum Points)

Price proposals should be submitted on the Schedule form provided by the Authority. Pricing methodologies, other than that provided in the Schedule are highly discouraged. Requests to modify the pricing schedule should be communicated to the Contracts Specialist specified on the solicitation cover sheet well in advance of the deadline set to receive offers, so that the Contracts Specialist may consider amending the Schedule if changing the pricing scheme is in the best interests of the Authority.

(6) Section 6 – Exceptions – (No Points)

Exceptions to, or variances from, any portion of the solicitation, including the Statement of Work, contract terms and conditions, etc., shall not be considered unless the Offeror specifically identifies them in this Section 6. Exceptions are, however, strongly discouraged and may not be accepted by the Authority. As with price, Offerors are strongly encouraged to contact the Purchasing Agent well in advance of the deadline for receipt of offers with any proposed changes to the Authority's terms and conditions.

(7) Section 7 - Promotional Literature (No Points)

This section should contain any promotional literature submitted for informational purposes only.

4. Evaluation of Proposals and Selection Procedure

(a) The Board of Directors will appoint an Ad Hoc Committee to oversee the selection process and will establish an Evaluation Committee to evaluate and score technical proposals. Technical proposals will be evaluated applying the evaluation factor(s) above.

(b) Proposals may be determined to be "Acceptable", "Potentially Acceptable" (that is, susceptible of being made "Acceptable"), or "Unacceptable". Proposals evaluated as technically "Unacceptable" shall be rejected, and will receive no further consideration for award.

(c) The Contracting Officer shall, also, evaluate prices. After completing the evaluation of the initial technical and price proposals, the Contracting Officer may:

(1) Proceed directly to award a contract based on the total scores received; or

(2) Reject proposals determined to be "Unacceptable" and seek clarifications from the remaining Offerors and/or request the remaining Offerors to make oral presentations concerning their technical proposals. If oral presentations are required, the Contracting Officer will establish the specific criteria and parameters for oral presentations. Oral presentations shall be used to clarify written proposals and shall not be evaluated. The Contracting Officer may then proceed directly to award a contract; or

(3) Reject proposals determined to be "Unacceptable," determine which of the remaining offers are within the competitive range, and invite the Offerors in the competitive range to participate in discussions. The competitive range will consist of all proposals that have a reasonable chance of being selected for award. Discussions may address either the technical or price proposal, or both. At the conclusion of discussions, the Contracting Officer will set a time and date for the submission of "best and final offers." If an Offeror chooses not to submit a best and final offer, its initial proposal (including price), will be considered its "best and final offer." After the date and time set for receipt of best and final offers the Contracting Officer will evaluate the best and final offers and a determination for award based upon the total points for both the technical and price components of each best and final offer.

(d) The Authority reserves the right to investigate the qualifications of all Offerors under consideration; to confirm any part of the information furnished by an Offeror; 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.

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

5. Incorporation of Offeror's Proposal

The Authority reserves the right to incorporate the successful Offeror's proposal into any resulting contract, by reference or full text. This includes any revisions and supplements through the date set for submission of best and final offers, if applicable. Additionally, any modification of the otherwise successful offer prior to award of the contract, which makes its terms more favorable to the Authority, will be considered and may be accepted.

6. Organizational Conflict of Interest

(a) The Authority has determined that this procurement may give rise to a potential organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed Authority contract may, without some form of restriction on future activities, (a) result in an unfair competitive advantage to the contractor or (b) impair the contractor's objectivity in performing the contract work.

(b) The successful Offeror shall have access to confidential and/or sensitive Authority information in the course of contract performance. Additionally, the successful Offeror may be provided access to proprietary information obtained from other contracted entities during contract performance.

(c) To the extent that the successful Offeror either (1) uses confidential and/or sensitive Authority information, or proprietary information obtained from other Authority contractors, to develop any form of document, report, or concept plan that is determined by the Authority to be the basis, in whole or in part, of any subsequent competitive solicitation issued by the Authority, or (2) develops written specifications that are used in any subsequent competitive solicitation issued by the Authority, the successful Offeror agrees that it shall not be eligible to compete for such subsequent competitive solicitation(s) as a prime contractor or first-tier subcontractor, or as part of any teaming arrangement, unless the Authority provides, in writing, a specific waiver of this restriction. The duration of any restriction imposed under this subparagraph shall not exceed the length of the performance period of any subsequently awarded contract for which the successful Offeror was ineligible to compete.

(d) The Offeror agrees to notify the Authority, in writing, within five (5) working days after it becomes aware of any potential or actual organizational conflict of interest pursuant to the above.

EXHIBIT C
SOLICITATION INSTRUCTIONS AND CONDITIONS
(REQUEST FOR PROPOSALS)

Table of Contents

1. Preparation of Offers 1

2. Confidential Data 1

3. Explanation to Offerors..... 2

4. Procurement Confidentiality 2

5. Pre-Proposal Conference and Questions Concerning the Solicitation 2

6. Acknowledgment of Amendments to Request for Proposals 2

7. Submission of Offers 2

8. Late Submissions, Modifications and Withdrawals of Offers 3

9. Authority-Furnished Property 3

10. Discounts..... 3

11. Award of Contract..... 4

12. Cancellation of Solicitation 4

13. Access to Records 4

14. Omission..... 5

15. Code of Ethics 5

16. Public Entity Crimes 5

17. Protest Procedures..... 5

18. Appeal to Board of Directors or Appeals Board. 7

19. Order of Precedence 8

1. Preparation of Offers

(a) Offerors are expected to examine the Schedule, solicitation instructions, Special Provisions, General Provisions, all drawings, specifications, the statement of work, and all other provisions of, and exhibits to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of offers. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. Offerors shall sign and print or type their name on the form provided by the Authority for submitting an offer and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent of the offeror (other than an officer or a partner of the offeror) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the Authority).

(c) Pricing for the property or services offered shall be provided by offerors in the format required by the Authority. Where property is being offered, the prices offered shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any extended or total price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for property or services other than those specified in the Schedule will not be considered unless specifically authorized in the solicitation.

(e) The offeror must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

(f) In computing any period of time for the solicitation or any resulting contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Florida holiday, in which event the period shall run to the end of the next business day.

2. Confidential Data

Each offeror may clearly mark each page of the offer that contains trade secrets or other confidential commercial or financial information which the offeror believes should not be disclosed outside the Authority. Disclosure of requested information will be determined in accordance with the Florida laws, rules and regulations.

3. Explanation to Offerors

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the Authority's Contracting Officer and with sufficient time allowed for a reply to reach offerors before the submission of offers. Oral explanations or instructions given before the award of any contract, at any pre-proposal conferences or otherwise, will not be binding on the Authority. Any information given to an offeror concerning an interpretation of the solicitation will be furnished to all offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. Procurement Confidentiality

(a) Offerors are cautioned that until this solicitation is either awarded or cancelled, they may have contact only with the contact person identified in the Solicitation, Offer and Award Form. Discussions or communications regarding this solicitation with any other personnel associated in any capacity with the Authority, its consultants, contractors or members of its Board of Directors, are strictly prohibited, unless otherwise approved in writing by the Contracting Officer.

(b) Any violation of this restriction may result in the disqualification of the offeror from further participation in this procurement, and from award of any contract or subcontract under this solicitation.

5. Pre-Proposal Conference and Questions Concerning the Solicitation

(a) A pre-proposal conference may be held for all interested parties to discuss the solicitation requirements.

(b) Questions and requests for clarification relating to this solicitation, shall be submitted in writing, to the contact person identified in Block 3 of the Solicitation Offer and Award form by mail, facsimile or commercial courier, at least three (3) working days in advance of the scheduled conference to allow sufficient time for responses to be considered and prepared by the Authority. Questions concerning the solicitation that are not addressed at the conference, if one is held, shall be submitted in writing no later than five (5) working days in advance of the offer submission due date and time, which is the minimum time required for the Authority's reply to reach offerors before the offer submission due date and time, as required by the "Acknowledgement of Amendments to the Request for Proposals" clause. Questions received less than three (3) working days in advance of the offer submission due date and time will be responded to only if the Authority determines that the question and its response would have a material and substantive impact on the solicitation.

6. Acknowledgment of Amendments to Request for Proposals

(a) If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.

(b) Offerors shall acknowledge receipt of any amendment to this solicitation: (1) by signing and returning the amendment; or (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or (3) by letter or telegram. The Authority must receive the acknowledgment by the time and at the place specified for receipt of offers.

7. Submission of Offers

(a) Offers and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the Authority at the address specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt of offers, the solicitation number, and the offeror's name, address, and telephone number on the face of the envelope or carton.

(a) Telegraphic or electronic (email, facsimile) offers will not be considered unless authorized by the solicitation; however, offers may be modified or withdrawn by written, telegraphic or electronic (email, facsimile) notice, provided such notice is received prior to the hour and date specified for receipt of offers.

(b) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the Authority. If not destroyed by testing, samples will be returned at the offeror's request and expense, unless otherwise specified in the solicitation

(c) Each copy of the offeror shall include the legal name of the offeror and a statement whether the offeror is a sole

proprietorship, a corporation, or any other legal entity. A offeror for a corporation shall further give the state of incorporation.

8. Late Submissions, Modifications and Withdrawals of Offers

(a) Any offer received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:

(1) it was sent by registered or certified mail not later than the fifth (5th) calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier);

(2) it was sent by mail (or telegram if authorized) and it is determined by the Authority that the late receipt was due solely to mishandling by the Authority after receipt at the Authority's offices;

(3) it was sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two (2) working days prior to the date specified for receipt of offers. The term "working days" excludes weekends and U. S. Federal holidays; or

(4) it is the only offer received.

(b) Any modification of an offer, except a modification resulting from the Contracting Officer's request for a "best and final" offer, is subject to the same conditions as in (a)(1) and (a)(2) of this provision.

(c) A modification resulting from the Contracting Officer's request for a "best and final" offer received after the time and date specified in the request will not be considered unless received before award, and the late receipt is due solely to mishandling by the Authority after receipt at the Authority's offices.

(d) The only acceptable evidence to establish:

(1) the date of mailing of a late offer or modification sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope and wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the offer, modification or withdrawal shall be deemed to have been mailed late. The term "postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter machine impression, that is readily identifiable without further action as having been supplied and affixed on the date of mailing by an employee of the U.S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper; and

(2) the time of receipt at the Authority is the time-date stamp of the Authority on the offer wrapper or other documentary evidence of receipt maintained by the Authority.

(3) the date of mailing of a late offer, modification, or withdrawal sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U. S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d)(1) of this provision. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.

(e) Notwithstanding (a), (b), and (c) of this provision, a late modification of an otherwise successful offer which makes its terms more favorable to the Authority will be considered at any time it is received and may be accepted.

(f) Offers may be withdrawn by written or telegraphic notice received in accordance with § 3-203.11 (Modification or Withdrawal of Proposals). An offer may be withdrawn in person by an offeror or his offeror's authorized representative, provided the identity of the person requesting withdrawal is established and the person signs a receipt for the offer prior to award.

9. Authority-Furnished Property

No material, labor, or facilities will be furnished by the Authority unless otherwise provided for in the solicitation.

10. Discounts

(a) Prompt payment discounts will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered for prompt payment, time shall be computed from (1) the date of completion of performance of the services or delivery of the supplies to the carrier if acceptance is at a point of origin, or date of delivery at destination or port of embarkation if delivery and acceptance are at either of these points, or (2) the date the correct invoice or voucher is received in the office specified by the Authority, if the latter is later than the date of performance or delivery. For the purpose of computing the discount earned, payment shall be considered to have been made on the date of the Authority's check.

11. Award of Contract

(a) The contract will be awarded to that responsible offeror selected as the most highly qualified and who, upon the request of the Contracting Officer, submits pricing that is determined to be fair and reasonable. A responsible offeror is one who affirmatively demonstrates to the Authority that the offeror has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to the procurement.

(b) The Authority reserves the right to reject any or all offers in part or in total for any reason, to accept any offer if considered best for its interest, and to waive informalities and minor irregularities in offers received.

(c) The Authority may accept any item or group of items of any offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the solicitation, offers may be submitted for any quantities less than those specified, and the Authority reserves the right to make an award on any item for a unit quantity less than the quantity offered at the unit prices offered unless the offeror specifies otherwise in the offer.

(d) A written award (or acceptance of offer) which is mailed, telegraphed, or otherwise furnished to the successful offeror within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract without further action by either party.

(e) The Authority may, within the time specified therein, accept any offer or part thereof, as provided in (c) above, whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Authority prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Authority.

(f) The Authority may award a contract based on the initial price received from the highest evaluated offeror without discussion.

(g) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

12. Cancellation of Solicitation

This solicitation may be cancelled by the Authority before or after receipt of offers or proposals (as applicable) in accordance with the Authority's procurement policies.

13. Access to Records

The offeror shall comply with the requirements 49 U.S.C. Section 5325(g) while this offer is valid and throughout the period of any contract that may arise from this offer. The offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. Omission

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

15. Code of Ethics

With respect to this proposal, if any offeror violates or is a party to a violation of the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such offeror may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services.

16. Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a offeror, supplier, subofferor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

17. Protest Procedures

(a) General. Any interested party affected in connection with a solicitation, award of contract or rejection of all offers may submit a written Notice of Intent to Protest and a Formal Written Protest.

(b) Timeline for Notice of Intent to Protest

(1) Protest of Solicitation. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking offers, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the Notice of Intent to Protest shall be filed in writing within seventy-two (72) hours after the posting of the solicitation.

(2) Failure to submit a Notice of Intent to Protest. Failure to submit the Notice of Intent to Protest within seventy-two (72) hours of the terms, conditions, and specifications of a solicitation and who continues to participate in the solicitation process, will be deemed to have waived any rights to protest the terms, conditions, or specifications of that solicitation.

(3) Protest of Award of Contract or Rejection of All Offers. Any person who is adversely affected by the Authority's decision or intended decision to award a contract or reject all offers shall file a Notice of Intent to Protest in writing within seventy-two (72) hours after the posting of the notice of decision or intended decision. Failure to submit the Notice of Intent to Protest within seventy-two (72) hours will result in the protest being rejected by the Authority without further consideration.

(4) Notice Requirements. The Notice of Intent to Protest shall include at a minimum:

- (i) the Notice of Intent to Protest shall be titled "Notice of Intent to Protest";
- (ii) name and address of the protester;
- (iii) identification of the procurement or contract;
- (iv) name of the attorney and firm representing protestor, if applicable; and
- (v) reasons for the protest.

(5) Timeline for Formal Written Protest. The formal written protest shall be filed within seven (7) days after the date the Notice of Intent to Protest is timely filed. Failure to submit the Formal Written Protest within seven (7) days will result in the protest being rejected by the Authority without further consideration.

(6) Written Protest Requirements. The Formal Written Protest shall include at a minimum:

- (i) the Formal Written Protest shall be titled "Formal Written Protest";
- (ii) name and address of the protester;
- (iii) name of the attorney and firm representing protestor, if applicable;
- (iv) identification of the solicitation;
- (v) reason(s) for the protest;
- (vi) requested relief;
- (vii) the Protest must demonstrate how the protestor has been aggrieved as a result of the Authority's decision and shall include the facts, argument(s), and the law upon which the protest is made;
- (viii) documents to substantiate the basis or ground for the protest; and
- (ix) the required Protest Bond.

(c) No further consideration. Any documents, basis or ground(s) for a protest not set forth or provided in the formal written protest required under this provision shall be deemed waived.

(d) Protest Bond. Any person who files a protest of a solicitation, award of contract or rejection of all offers pursuant to this section shall post with the Authority, at the time of filing a Formal Written Protest, a bond payable to the Authority in the following amounts:

- (1) for a protest of a solicitation, the bond shall be \$5,000; and
- (2) for a protest of an award of contract or rejection of all offers, the bond shall be equal to one (1) percent of the lowest offer submitted or \$10,000, whichever is less. If there is no offer submitted, the bond amount shall be \$10,000.

(e) Condition of Bond. The bond required by this subsection shall be conditioned upon the payment of all costs which may be adjudged against the person filing the protest in the court which the action is brought and any subsequent appellate court proceeding. If, after completion of the court process and any appellate court proceedings, the Authority prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including reasonable attorney fees. Upon payment of such costs and charges by the person filing the protest, the bond shall be returned to him or her. If the person filing the protest prevails, the bond shall be returned to him or her. The entire amount of the bond shall be forfeited if a court determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the department or parties.

(f) Failure to Submit a Protest Bond. Failure to submit a protest bond with a Formal Written Protest will result in the protest being rejected by the Chief Executive Officer (CEO) or CEO's designee without further consideration by the Authority.

(g) Time Computation. Saturdays, Sundays, or Federal or State of Florida holidays shall be excluded in the computation of the time periods provided by this section.

(h) Delivery. Notice of Intent to Protest, Formal Written Protests, and Protest Bond shall be sent via hand delivery or certified mail. **Electronic forms of delivery are not an acceptable means of delivery.** The protestor is solely responsible for verifying that the written protest was received in a timely manner. Written protests should be addressed to:

Hillsborough Transit Authority
 Attention: Chief Executive Officer
 1201 East 7th Avenue
 Tampa, Florida 33605

(i) Stay of Procurement. Upon receipt of a timely filed Formal Written Protest and Protest Bond, the Authority shall not

proceed further with the solicitation or contract award process until the protest is resolved by final Authority action, unless the Chief Executive Officer (CEO) sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay necessary to protect substantial interests of the Authority.

(j) Resolution of Protest.

(1) Review of Protest. The CEO or CEO's designee shall review all information and documents provided by the protester including the procurement file to make a determination on the protest.

(2) Hearing or Opportunity to be heard. The CEO or CEO's designee shall provide the protestor an opportunity to be heard on the issues stated in the protest.

(3) Written Determination. After the hearing on the protest and review of all evidence, the CEO or CEO designee shall provide a written decision to the protestor if the matter is not mutually resolved. The CEO or CEO designee shall take as much time as necessary to review the protest and make a written determination. The CEO or CEO's designee decision shall be final and conclusive unless within five (5) days of receipt of the written decision, the protesting party delivers a formal written appeal to the CEO.

18. Appeal to Board of Directors or Appeals Board.

(a) Timeline for Filing a Notice of Appeal. The protestor may appeal a denial by the CEO or CEO's designee to the Board of Directors or an Appeals Committee Appointed by the Board (hereinafter "Appeals Committee"). A Notice of Appeal shall be filed within seventy-two (72) hours of the receipt of the decision by the CEO or CEO's designee.

(b) Notice Requirements. The Notice of Appeal shall include at a minimum:

- (1) the Notice shall be titled "Notice of Appeal";
- (2) name and address of the protester;
- (3) name of attorney and firm representing appellee;
- (4) identification of the solicitation; and
- (5) reason(s) for the protest.

(c) Timeline for Formal Written Appeal. The Formal Written Appeal shall be filed within five (5) business days from the receipt of the timely filed Notice of Appeal.

(d) Formal Written Appeal Requirements. The Formal Written Appeal shall include at a minimum:

- (1) the written appeal shall be titled "Formal Written Appeal";
- (2) name and address of the protestor hereinafter "appellee";
- (3) name of the attorney and firm representing appellee, if any;
- (4) identification of the solicitation;
- (5) reason(s) for the appeal;
- (6) requested relief; and
- (7) the Appeal must demonstrate how the appellee has been aggrieved as a result of the Authority's decision of denial of the protest and shall include the facts, argument(s), and the law upon which the appeal is made.

(e) Failure to Timely File a Notice of Appeal or Formal Written Appeal. Failure to submit the Notice of Appeal or Formal Written Appeal timely will result in the protest and appeal being rejected by the Authority without further consideration.

(f) Delivery. Written appeals shall be sent via hand delivery or certified mail. **Electronic forms of delivery are not an acceptable means of delivery.** The appellee or party appealing the decision is solely responsible for verifying that the written appeal was received in a timely manner. Written appeals should be addressed to:

Hillsborough Transit Authority
Attention: Chief Executive Officer
1201 East 7th Avenue
Tampa, Florida 33605

(g) Proceeding before the Board or Appeals Committee.

(1) Notice of Proceeding. The CEO or the CEO's designee will notify the appellee of the proceeding date and whether the matter will be held before the Board or Board Appeals Committee.

(2) Review of the Appeal. The Board will review and render a decision and determination on the Appeal or the Board may refer the appeal to a Board Appeals Committee for review and recommendation. The Board Appeals Committee shall consist of three (3) Board Members and a non-voting member appointed by the CEO. The Board or Appeals Committee shall review the notice of appeal and all materials provided.

(3) Opportunity to be Heard. The Board or the Appeals Committee shall also provide the appellee or party making the appeal an opportunity to be heard prior to rendering a decision. The Head of the Procurement Division or a designee shall also be given an opportunity to be heard. The Board or the Appeals Committee shall review all information and documents including the Formal Written Protest. No additional grounds shall be considered that were not made at the time of the Formal Protest.

(4) Decision on the Appeal. The Board shall render a decision and determination on the appeal of the denial of the protest. The decision and determination of the Board of Directors regarding the appeal of the denial of the protest shall be final. The Appeals Committee shall make a recommendation of decision and determination to the Board of Directors. The Board of Directors decision on the recommendation of the Appeals Committee shall be final. The appellee and any offeror, offeror or proposer who is afforded the opportunity to participate in the protest proceeding shall be bound by the Board's decision and determination and may not protest or appeal that decision. The appellee shall be given a written notice of the decision and determination by the Board within five (5) business days of decision and determination.

(5) Withdrawal of Protest and Appeal: At any time during the protest or appeal process, the protester or appellee may withdraw its protest and Appeal.

19. Order of Precedence

In the event of any inconsistency between the provisions of the solicitation (including any resulting contract), the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Special Solicitation Instructions and Conditions; (c) Solicitation Instructions and Conditions; (d) Special Provisions; (e) General Provisions; (f) other provisions of the contract whether incorporated by reference or otherwise; and (g) the specifications or statement of work.

EXHIBIT D SPECIAL PROVISIONS

Table of Contents

1. Type of Contract	1
2. Term of Contract	2
3. Option to Extend Term	2
4. Contract Identification Number	2
5. Availability of Funds (Multi-Term)	2
6. Invoicing and Payment	2
7. Insurance Requirements	3

1. Type of Contract

(a) This is a firm-fixed price contract for the services specified. The Authority shall purchase the quantity of services specified elsewhere in this contract and the Contractor shall deliver them in accordance with the terms and conditions stipulated in this contract.

(b) When additional services are required, the Authority shall issue a written request to the Contractor. The written request shall include, at a minimum, the scope of work covered by the task order, expected deliverables, completion date and itemization of costs, within five (5) days of the Contractor's receipt of the written request the Contractor shall return a written quote to the Authority.

(c) The Authority reserves the right to negotiate the quote, at the conclusion of which the Authority shall issue a written task order.

(d) All task orders shall be firm-fixed price. The Contractor shall perform the work at the agreed upon fixed-price. If the Contractor's costs exceed the fixed price, the excess costs shall be at the risk and expense of the Contractor. As such, it is important that the Contractor closely monitor costs while performing the work. Changes directed by the Authority to task orders are covered by the Changes clause in Exhibit F.

(e) Labor rates shall be fixed, hourly and fully burdened rates (including all wages, overhead, general and administrative expenses, and fees or profit). Labor rates specified in the Schedule shall apply to all Contractor and subcontractor personnel.

(f) Direct materials shall be quoted and paid "at actual cost" to the Contractor (without administrative mark-ups or fee/profit). "Direct materials" means those materials that are used or consumed directly in connection with the furnishing of the service, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control, and subcontracts for supplies and incidental services for which there is not a labor category specified in the contract.

(g) Except for reimbursing actual costs for media placement, no other costs, other than those outlined in subparagraphs (e) and (f), above, shall be reimbursed to the Contractor.

(h) Each Task Order will contain its own completion date. The completion date of a Task Order may extend beyond the expiration date of the Contract, as long as the Task Order is issued 30 days prior to the expiration date of the Contract.

(i) The contract shall govern the Contractor's and Authority's rights and obligations with respect to that order, to the same extent as if the order were completed during the contract's effective period.

(j) The Contracting Officer and his/her designated representative (i.e., Project Manager) are the only individuals with the authority to place task orders against this contract. Designated representatives shall be communicated to the Contractor in writing at contract award.

(k) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(l) A task order is considered "issued" when the Authority deposits the order in the mail, or sends a facsimile transmission to or electronic mail to the Contractor.

(m) Task orders may be issued by telephone followed by a written order, by electronic mail with an attached order, or by facsimile.

2. Term of Contract

The term of contract shall be for two (2) years from award of contract, with two (2) one year options not to exceed four (4) years.

3. Option to Extend Term

(a) The Authority may exercise the Option Terms listed on the Schedule of this contract by written notice to the Contractor within the term of the contract. If feasible, the Authority shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Authority to an extension, and any absence of notice shall not affect the validity of any exercise of the option to extend the term of this contract.

(b) If the Authority exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years from award of contract.

4. Contract Identification Number

The contract number shall be clearly displayed on all correspondence, invoices and submittals.

5. Availability of Funds (Multi-Term)

Funds are not presently available for performance under this contract beyond the current fiscal year. The Authority's obligation for performance of this contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Authority for any payment may arise for performance under this contract beyond the current fiscal year, until the Contractor receives notice of availability of funds, in writing, from the Contracting Officer.

6. Invoicing and Payment

(a) The Contractor may offer a cash discount for prompt payment.

(b) Invoices may be submitted once per month and shall conform to policies or regulations adopted from time to time by the Authority. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the Authority under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the Authority; (5) unique traceable invoice number(s); and (6) any other information necessary to demonstrate entitlement to payment under the terms of the contract. Failure to provide the above critical information may result in the rejection and return of the invoice for resubmission with complete data.

(c) Subject to the withholding provisions of the contract, payment shall be made within 30 days after the Authority's receipt of a properly prepared invoice.

(d) Invoices shall be paid within thirty (30) days of the Authority's receipt of a proper invoice. To ensure timely processing of payments, all invoices must be sent to the attention of Accounts Payable at AccountsPayableH@gohart.org or by mail to the following address:

Attn: Accounts Payable
 1201 East 7th Avenue, 3rd Floor
 Tampa, Florida 33605

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

(f) The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contract receives from HART. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of HART.

7. Insurance Requirements

(a) Before performing any contract work, the successful Proposer shall procure and maintain, during the life of the contract, unless otherwise specified, insurance to be determined by HART. The policies of insurance shall be primary and written on forms acceptable to HART and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A Excellent: FSC VII."

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

(c) No work shall commence under the Contract unless and until the required Certificates of Insurance are in effect. The required certificates shall be supplied with your proposal, or within (7) calendar days of the Authority's request.

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

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

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

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

Coverage A	Statutory benefits
Employers Liability	-\$1,000,000 Limit Each Accident
	\$1,000,000 Limit Disease Aggregate
	\$1,000,000 Limit Disease Each Employee

(h) Commercial General Liability Insurance shall be maintained by the Contractor.

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

Coverage B shall include personal injury.

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

Limits of coverage shall not be less than:

Bodily Injury and Property Damage Liability -\$500,000 Combined Single Limit

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

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

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

Bodily Injury and Property Damage Liability - \$500,000 Combined Single Limit Each Accident.

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

PROFESSIONAL LIABILITY: With limits of not less than \$1,000,000 for professional services rendered in accordance with this contract. The CONSULTANT shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the CONSULTANT shall use his best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the CONSULTANT shall notify Risk Management within thirty (30) days of the change.

(j) Umbrella Liability Insurance or Excess Liability Insurance, if used to reach the limits of Liability required, shall not be less than \$1,000,000 each occurrence, and the limits of Primary Liability Insurance for the Commercial General Liability, Business Automobile Liability, and Employers' Liability Insurance coverage's required in this section shall not be less than \$4,000,000 combined single limit each occurrence or accident.

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

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

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

Risk Manager
Hillsborough Transit Authority
1201 East 7th Avenue, 3rd Floor
Tampa, FL 33605

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

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

used. The decision of HART to purchase such insurance coverage's shall in no way be construed to be a waiver of its rights.

EXHIBIT F
GENERAL PROVISIONS
(SERVICES CONTRACT)

TABLE OF CONTENTS

1.	Definitions	1
2.	Independent Contractor	1
3.	Composition of Contractor	2
4.	Subcontractors and Outside Consultants	2
5.	Standards of Performance	2
6.	Changes.....	2
7.	Suspension of Work.....	2
8.	Excusable Delays	3
9.	Compliance with Public Records Law.....	3
10.	Ownership of Information.....	4
11.	Examination and Retention of Records	4
12.	Inspection.....	5
13.	Notice of Labor Disputes	5
14.	Licenses and Permits	5
15.	Compliance with the Law	5
16.	Federal, State, and Local Taxes.....	5
17.	Prompt Payment	5
18.	Publicity Releases.....	6
19.	Removal of Contract Personnel.....	6
20.	Interest of Public Officials	6
21.	Civil Rights	6
22.	Soliciting or Accepting Gifts	7
23.	Government-Wide Debarment and Suspension.....	7
24.	Prohibited Interest.....	7
25.	Indemnification and Hold Harmless.....	7
26.	Termination	7
27.	Resolution of Contract Claims and Disputes	8
28.	Appeal of Contract Claims or Disputes.....	9
29.	Mediation and Arbitration	10
30.	Assignment	10
31.	Order of Precedence	10
32.	Governing Law	11

1. Definitions

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) The term "the Authority" means the Hillsborough Transit Authority, Hillsborough Area Regional Transit or HART; and the term "duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Authority.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Authority or his duly appointed successor; and the term includes, except as otherwise provided in this contract, the authorized representative of the Contracting Officer acting within the limits of his authority.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

(d) In computing any period of time established under this contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Florida holiday, in which event the period shall run to the end of the next business day.

2. Independent Contractor

The Contractor at all times shall be an independent contractor. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Contractor and the Authority by virtue of this contract. No provision of this contract shall be for the benefit of any party other than the Authority and the Contractor.

3. Composition of Contractor

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

4. Subcontractors and Outside Consultants

(a) Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to such individuals or firms as were specifically identified and agreed to by the Authority in connection with the award of this contract. Any substitution in such subcontractors, associates, or consultants will be subject to the prior approval of the Contracting Officer.

(b) The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment whether initially or as a substitute), against whom HART may have reasonable objection. A subcontractor or other person or organization identified in writing to HART by Contractor prior to the Notice of Award and not objected to in writing by HART prior to the Notice of Award will be deemed acceptable to HART. Acceptance of any subcontractor, other person or organization by HART, shall not constitute a waiver of any right of HART to reject defective work. If HART after due investigation has reasonable objection to any subcontractor, other person or organization proposed by the Contractor after the Notice of Award, Contractor shall submit an acceptable substitute and the contract price shall not, however, be adjusted. The Contractor shall not be required to employ any Subcontractor, other person or organization against whom Contractor has reasonable objection.

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

(d) All work performed by a subcontractor will be pursuant to an appropriate agreement between the Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the contract documents for the benefit of HART.

5. Standards of Performance

The Contractor shall perform all services required by this contract in accordance with high professional standards prevailing in the Contractor's field of work.

6. Changes

(a) The Contracting Officer may, at any time, by written order, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under the contract.

(b) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

7. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Authority.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended or delayed by an act of the Contracting Officer in the administration of this contract, or by his failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

(c) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

8. Excusable Delays

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Authority in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless -

(1) the subcontracted supplies or services were obtainable from other sources;

(2) the Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) the Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Authority under the Termination Clause of this contract.

9. Compliance with Public Records Law

Contractor agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

(a) Keep and maintain public records that ordinarily and necessarily would be required by Authority.

(b) Provide the public with access to public records on the same terms and conditions that Authority would provide the public records and at a cost that does not exceed the cost provided in Chapter 119 of the 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.

(d) Meet all requirements for retaining public records and transfer, at no cost, to Authority all public records in possession of Contractor upon termination of this Purchase Order 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 Authority in a format that is compatible with Authority information technology systems.

(e) Failure of the Contractor to comply with these requirements shall be considered a material breach of this Contract.

10. Ownership of Information

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

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

11. Examination and Retention of Records

(a) The Contracting Officer and his representatives shall have the audit and inspection rights described in the applicable paragraphs (b) and (c), below.

(b) If this is a cost-reimbursement type, incentive, time and materials, labor hour, or price re-determinable contract, or any combination thereof, the Contractor shall maintain, and the Contracting Officer and his representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. Such right of examination shall include inspection at all reasonable times at the Contractor's plants, or such parts thereof, as may be engaged in or maintain records in connection with the performance of this contract.

(c) If the Contractor submitted certified cost or pricing data in connection with the pricing of this contract or if the Contractor's cost of performance is relevant to any change or modification to this contract, the Contracting Officer and his representatives shall have the right to examine all books, records, documents, and other data of the Contractor related to the negotiation, pricing, or performance of such contract, change, or modification for the purpose of evaluating the costs incurred and the accuracy, completeness, and currency of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the costs incurred and the cost or pricing data submitted, along with the computations and projections used therein.

(d) The materials described in (b) and (c), above, shall be made available at the office of the Contractor at all reasonable times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under this contract, except that:

(1) if this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any final settlement; and

(2) records which relate to appeals under the Disputes Clause of this contract or litigation, or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been resolved.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts exceeding \$10,000 hereunder, altered to reflect the proper identification of the contracting parties and the Contracting Officer under the prime contract.

12. Inspection

- (a) "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards as the contract requires.
- (c) The Authority has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The Authority shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services do not conform with contract requirements, the Authority may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Authority may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (e) If the Contractor fails promptly to perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of such service or (2) terminate the contract for default.

13. Notice of Labor Disputes

- (a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor immediately shall give notice, including all relevant information, to the Contracting Officer.
- (b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

14. Licenses and Permits

The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

15. Compliance with the Law

The Contractor shall perform all work hereunder in compliance with all applicable federal, state, and local laws and regulations. The Contractor shall use only licensed personnel to perform work required by law to be performed by such personnel.

16. Federal, State, and Local Taxes

The contract price includes all applicable federal, state, and local taxes and duties. The Authority is exempt from Florida state and local sales and use taxes, and any such taxes included on any invoice or voucher received by the Authority shall be deducted from the amount of the invoice or voucher for purposes of payment.

17. Prompt Payment

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 (ten) calendar days from receipt of each payment the prime receives from the Authority. The Contractor agrees further to release retainage payments (if applicable) to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed and final payment has been made to the subcontractor. Any delay or

postponement of payment from the above referenced time frame may occur only for good cause following written approval from the Contracting Officer.

18. Publicity Releases

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work hereunder which the Contractor or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to approval by the Contracting Officer prior to release.

19. Removal of Contract Personnel

(a) The Contractor and any subcontractor acknowledge that any person assigned to work under this contract must perform their duties so as to not unduly impair contract performance. By assigning a person to work under this contract, the Contractor agrees to be responsible for the behavior of that person during contract performance.

(b) The Contractor acknowledges that the Authority has the right to require the removal of any Contractor or subcontractor employee that the Contracting Officer determines, at his sole discretion, to be negatively effecting performance of work under the contract. Examples of such behavior include: (1) conduct which poses a threat to the safety of anyone working under the contract; (2) conduct which is disruptive to contract performance; (3) careless work performance; and (4) other behavior determined by the Contracting Officer to be objectionable or unduly hindering contract performance.

(c) Upon receipt of written notice from the Contracting Officer that a person's behavior is unduly impairing contract performance, the Contractor agrees to remove that person from doing any further work on the contract, and to cause that person to be removed from the worksite. The Contractor agrees that it is not entitled to any additional costs it may incur as a result of the removal of the person named by the Contracting Officer.

20. Interest of Public Officials

The Contractor represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will be pecuniarily interested or benefited directly or indirectly in this contract. The Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board (Executive Committee) of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this contract. For breach of any representation or warranty in this clause, the Authority shall have the right to annul this contract without liability and/or have recourse to any other remedy it may have at law.

21. Civil Rights

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

(b) Equal Employment Opportunity.

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

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

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

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

22. Soliciting or Accepting Gifts

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

23. Government-Wide Debarment and Suspension

(a) This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

(b) The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

(c) By signing and submitting its bid or proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Hillsborough Transit Authority. If it is later determined that the proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Hillsborough Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

24. Prohibited Interest

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

25. Indemnification and Hold Harmless

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

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

26. Termination

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

(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 Hillsborough Transit Authority may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If the Contractor defaults in performance of this contract HART has the right to withhold the disputed amounts.

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

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

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

27. Resolution of Contract Claims and Disputes

(a) Claims and Disputes Authority to Resolve. All claims or disputes by a Contractor against the Authority relating to a contract shall be submitted in writing to the designated Contracting Officer of the Procurement Department for a determination.

(b) Definition. Claims and disputes include controversies arising under a Contract and those based upon breach of contract, mistake, misrepresentation or other cause of contract modification, termination or rescission.

(c) Notice of Claim or Dispute. The Contractor shall submit a Notice of Claim or Dispute in writing within ten (10) days of issue giving rise to claim or dispute. The date of the issue shall include when the contractor knew of the issue or should have known of the issue that gave rise to the claim or dispute.

(d) Notice Requirements. The Notice of Claim or Dispute shall include at a minimum:

- (1) the Notice of Claim or Dispute shall be titled "Notice of Contract Claim or Notice of Contract Dispute";
- (2) name and address of the contractor;
- (3) name of the attorney and firm representing contractor, if applicable;
- (4) identification of the contract; and
- (5) Reasons for the claim or dispute.

(e) Failure to timely submit Notice. Failure to submit the Notice of Claim or Dispute within ten (10) days of the issue that gave rise to the dispute or claim will result in the claim or dispute being rejected by the Authority without further consideration. The date of the issue shall include when the contractor knew of the issue or should have know of the issue that gave rise to the claim or dispute.

(f) Delivery. A Notice of Claim or Dispute shall be sent via hand delivery or certified mail. **Electronic forms of delivery are not an acceptable means of delivery.** The contractor is solely responsible for verifying that the Notice of Claim or Dispute was received in a timely manner. Notice of Claim or Dispute should be addressed to:

Hillsborough Transit Authority
 Attention: Chief Executive Officer
 1201 East 7th Avenue
 Tampa, Florida 33605

(g) Timeline for Formal Written Claim or Dispute. The Formal Written Claim or Dispute shall be filed within seven (7) days after the date the Notice of Claim or Dispute is timely filed. Failure to submit the Formal Written Claim or Dispute within seven (7) days will result in the Claim or Dispute being rejected by the Authority without further consideration.

(h) Written Claim or Dispute Requirements. The Formal Written Claim or Dispute shall include at a minimum:

- (1) the Formal Written Claim or Dispute shall be titled "Formal Written Contract Claim or Dispute";
- (2) name and address of the contractor;
- (3) name of the attorney and firm representing contractor, if any;
- (4) identification of the solicitation;
- (5) reason(s) for the claim or dispute;
- (6) requested relief;
- (7) the claim or dispute must demonstrate how the contractor has been aggrieved as a result of the Authority's decision and shall include the facts, argument(s), and the law upon which the claim or dispute is made;
- (8) documents to substantiate the basis or ground for the claim or dispute.

(i) No further consideration. Any documents, basis or ground(s) for the claim or dispute not set forth or provided in the formal written contract claim or dispute required under this provision shall be deemed waived.

(j) Written determination. The Contracting Officer shall issue a decision in writing within ten (10) days of the hearing of Claim or Dispute and shall mail to the contractor. The decision shall state the reasons for the decision reached.

(k) Administrative Remedies. This process is considered to be an administrative remedy and all contractors agree to exhaust their administrative remedies under the Authority policies prior to seeking judicial relief of any type in connection with any matter related to the suspension or debarment.

28. Appeal of Contract Claims or Disputes

(a) Appeal. The Contracting Officer's decision shall be final and conclusive unless within five (5) days of receipt of the decision the contractor delivers a written appeal to the CEO or CEO's designee.

(b) Requirements of the Appeal. The Formal Written Appeal of the Claim or Dispute shall include at a minimum:

- (1) the Formal Written Appeal shall be titled "Formal Written Appeal of the Contract Claim or Dispute";
- (2) name and address of the contractor;
- (3) name of the attorney and firm representing contractor, if any;
- (4) identification of the solicitation;
- (5) reason(s) for the appeal;
- (6) requested relief;
- (7) the Appeal of the claim or dispute must demonstrate how the contractor has been aggrieved as a result of the Authority's decision and shall include the facts, argument(s), and the law upon which the appeal is made; and
- (8) documents to substantiate the basis or ground for the claim or dispute.

(c) Delivery of Appeal. Notice of Appeal of a Claim or Dispute under this Subsection shall be sent via hand delivery or certified mail. **Electronic forms of delivery are not an acceptable means of delivery.** The claimant is solely responsible for verifying that the written protest was received in a timely manner. Written protests should be addressed to:

Hillsborough Transit Authority
Attention: Chief Executive Officer
1201 East 7th Avenue

Tampa, Florida 33605

- (d) Failure to submit a timely Appeal. Failure to submit the Appeal within five (5) days of the receipt of the determination will result in the appeal being rejected by the Authority without further consideration.
- (e) Review of Appeal. The CEO or CEO's designee may review the Appeal or may refer to Binding Arbitration for review and determination of the decision by the Contracting Officer at CEO or CEO designee's sole discretion.
- (f) Opportunity to be Heard. The CEO, CEO's designee or Arbitrator shall provide the appellee and Authority with an opportunity to be heard on the appeal.
- (g) Arbitration. If the matter is referred to Binding Arbitration, the parties shall select a neutral arbitrator by agreement or striking from a selection panel. Both parties shall be given an opportunity to be heard. The Arbitrator shall render a written decision within thirty (30) days of the hearing. The prevailing party shall be entitled to all costs and fees associated with Arbitration. The decision of the Arbitrator shall be final.
- (h) Administrative Remedies. This process is considered to be an administrative remedy and all contractors agrees to exhaust its administrative remedies under the Authority policies prior to seeking judicial relief of any type in connection with any matter related to the contract claim or contract dispute.

29. Mediation and Arbitration

(a) The Contractor agrees to use good faith efforts to resolve all disputes. In the event the parties are unable to resolve any dispute relating to the contract, such dispute may be submitted to voluntary mediation or binding, self-administered arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as agreed to by the parties. A single mediator or arbitrator may be selected by the parties within thirty days of a written demand for mediation or arbitration. Demand for mediation or arbitration may be made within a reasonable time after the dispute has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. If the parties cannot agree on the mediator or arbitrator, then either party may file a motion or application with the Chief Judge (or Acting Chief Judge) of the court with jurisdiction to appoint either a mediator or an arbitrator. Any mediator or arbitrator chosen shall be a disinterested party with knowledge of the industry. The mediator or arbitrator shall construe this contract in accordance with the laws of the State of Florida. Venue for mediation or arbitration shall be Hillsborough County, Florida. Any expenses incurred in connection with hiring the mediator and the administrative costs of the mediation shall be shared and paid equally between the Parties.

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

30. Assignment

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the prior written consent of the Contracting Officer. In addition, any and all successors or assigns of the contractor whether by sale or merger or otherwise shall be approved in writing by HART prior to working on this contract.

31. Order of Precedence

In the event of any inconsistency between the provisions of the solicitation (including any resulting contract), the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Special Solicitation Instructions and Conditions; (c) Solicitation Instructions and Conditions; (d) Special Provisions; (e) General Provisions; (f) other provisions of the contract whether incorporated by reference or otherwise; and (g) the specifications or statement of work.

32. Governing Law

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

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

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

(d) Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

EXHIBIT G
Small Business Enterprise (SBE) and Subcontractor Utilization Provisions
(NON-FEDERALLY ASSISTED CONTRACT)

For assistance or with questions concerning the provisions in this Exhibit ONLY, contact Janice Cook, DBE Coordinator at (813) 384-6626.

1. Small Business Participation

There is no goal for small business participation on this contract; however, HART encourages prime contractors to provide contract opportunities to small businesses.

The Offeror's summary of subcontractor utilization (Attachment 1) is to be submitted when the initial response to the Authority's solicitation is due, as described in #4 below.

2. Banks and Financial Institutions

The Contractor is encouraged to utilize the services of disadvantaged, minority and woman-owned banks and financial institutions. The identity of such banks is available at http://www.fms.treas.gov/mbdp/current_list.html#FL and <http://www.federalreserve.gov/releases/mob/current/default.htm>.

3. Directory of DBE's

The Unified Certification Program (UCP) maintains an electronic DBE directory of all firms certified in Florida. The directory is located at <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>. The local certifying UCP agency is the Hillsborough County Aviation Authority (HCAA) located at the Tampa International Airport. Appropriate forms to apply for DBE certification are available at http://www.tampaairport.com/airport_business/dbe/dbe_ucp_application-20110629.pdf.

The Contractor is also encouraged to utilize the Authority's Vendor Registry to search for vendors that have registered to do business with HART at <https://gohart.diversitycompliance.com/>.

4. Submission of Subcontractor Utilization Forms and Related Documentation

All Offerors shall submit the Subcontractor Utilization form (Attachment 1 to Exhibit G) when the initial response to the Authority's solicitation is due. The Offeror shall indicate the names of any subcontractor(s), subconsultant(s) or supplier(s) to be used in this contract (DBE-certified or non DBE-certified firms), or indicate that no portion is intended to be subcontracted.

5. Vendor Compliance System

The Authority's Vendor Compliance System is web-based and can be accessed at the following internet address: <https://gohart.diversitycompliance.com/>.

The Contractor and any subcontractors shall provide any noted and/or requested contract compliance-related information electronically in the Authority's Vendor Compliance System. The Contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the Vendor Compliance System on a regular basis to manage contract information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contract information is up to date.

ATTACHMENT 1 TO EXHIBIT G
(SUMMARY OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)/SUPPLIER(S))

Offerors should provide information on all of their prospective subcontractor(s)/subconsultant(s)/supplier(s) who will participate on this solicitation. Use additional sheets as necessary.

Project Name: State Legislative ServicesHART Solicitation # RFP - 9470

NAMES AND ADDRESSES OF SUBCONTRACTOR(S)/ SUBCONSULTANT(S)/SUPPLIER(S)	TYPE OF WORK TO BE PERFORMED	ETHNICITY & GENDER OF OWNER	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM: IS THE FIRM A CERTIFIED DBE IN THE STATE OF FLORIDA BY THE UCP? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM: IS THE FIRM A CERTIFIED DBE IN THE STATE OF FLORIDA BY THE UCP? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM: IS THE FIRM A CERTIFIED DBE IN THE STATE OF FLORIDA BY THE UCP? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM: IS The Firm a certified DBE in the state of Florida BY THE UCP? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.

The offeror does not intend to subcontract on this contract.

Name of bidder/offeror's firm: The Advocacy Group at Cardenas Partners LLCPrint Name/Title of Person completing this form: Slater W. Bayliss

Signature

Date

8/29/14

**HILLSBOROUGH TRANSIT AUTHORITY (HART)
TAMPA, FLORIDA
EXHIBIT H
STATEMENT OF WORK**

Table of Contents

1. Scope of Services 1

1. Scope of Services

(a) The Contractor shall provide State and Federal Legislative Consulting Services, to include:

- (1) Monitor legislative and executive initiatives which may affect HART or its goals and policies, and communicating such findings to HART;
- (2) Advocate HART's identified interests before the Legislature, the Cabinet, and executive and regional agencies of Florida;
- (3) Provide advice and research relating to issues important to HART's governmental relations and suggest strategies for implementation of policy direction provided to the Firm by HART;
- (4) Assist HART in developing a legislative and executive branch strategy and implementation plan for each general and special legislative session;
- (5) Advocate for state appropriations and other available state and regional funding identified by HART, and assist HART staff in the identification of new funding sources;
- (6) Meet at least twice annually, in person, with the HART Board of Directors for a comprehensive State strategy session to identify new opportunities, reengage on long-term projects, and discuss trends in Tallahassee;
- (7) Monitor the development of transportation related legislation, regulations, or policy directives at the State level, including participating in relevant coalitions, organizations and forums, and keeping HART staff informed of significant developments;
- (8) Provide assistance to the Agency with the development of informational and briefing materials to be distributed to Members of the State House and Senate and HART's local delegations;
- (9) Coordinate annual briefings/workshops with the HART Board of Directors and staff to brief the Delegation, Committee Members, and staff on activities and current and future projects by HART, as well as advise HART on the timing and content of such briefings. Be responsible for coordinating the logistics of any briefings with HART staff and provide feedback to HART from the Members and staff regarding the effectiveness of the briefings;
- (10) Be available as needed to provide timely State legislative updates to the HART Board of Directors and staff and respond to regular staff inquiries related to the advancement of HART's State legislative goals;
- (11) Develop an understanding of HART's operational needs based on its short and long term planning documents with the goal of advancing these plans through the identification of funding opportunities and legislative efforts. The goal is to focus on legislation that affects transit in general, and HART's programs specifically, in a positive way;
- (12) Assist in the preparation of requests for funding for various transportation projects to the Florida Department of Transportation, other state agencies, and the Florida Legislature ;
- (13) Coordinate HART's State legislative activities with other groups having similar interests, including the Florida Metropolitan Planning Organization Advisory Council, TBARTA, Tampa Bay MPO's, Hillsborough County, City of Tampa, and City of Temple Terrace ;
- (14) Identify State and Federal Grant Opportunities, draft funding/grant applications in collaboration with HART, which addresses specific funding needs of HART, monitor and facilitate the progress of funding/grant applications through appropriate state agencies on behalf of HART when requested;
- (15) The Consultant will be engaged in discussions with FDOT about the possibility of the FDOT/CSX liability insurance agreement to be extended to the TECO Line Streetcar System to provide equitable treatment to all

geographies in the state of Florida regarding cost of liability for using/crossing CSX facilities; including coordinating meetings with select members and staff, arranging periodic briefing meetings;

(16) The Consultant will reinforce HART Board's request re CSX insurance in discussions with the Florida Legislative Delegation;

(17) The Consultant will prepare and present oral reports to staff and the HART Board of Directors as needed or as requested on a periodic basis (more frequently while engaged in special projects such as during the Legislative session; during the Session from December through April). The Consultant will provide HART each month with detailed written narrative reports delineating all services provided by the Consultant in the previous month and the results of the Consultant's efforts. Each report required herein will be submitted to the HART Chief Executive Officer within ten (10) days after the end of the applicable reporting period ;

(18) Provide a written quarterly status report to the HART Chief Executive Officer and Board of Directors on pending legislation, budgetary issues, administration policies, and other developments at the federal/state level that are of interest to HART. Provide legislative updates and make presentations to HART staff as requested;

(19) While the Legislature is in session, a written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action for the upcoming week, and suggested action that HART staff or elected officials may implement;

(20) Provide a written report at the end of the legislative session summarizing all activities undertaken on behalf of HART and the results of these undertakings.

(b) Additional requirements pertaining to Federal legislative services only;

(1) Assist HART in obtaining federal funding for priority HART projects, developing and implementing strategies on key regulatory issues for HART before the executive branch departments, and to assist HART with such other federal legislative and regulatory needs as they arise;

(2) Provide assistance to HART with the development of informational and briefing materials to be distributed to Members of Congress and the local Federal delegation;

(3) Provide information to HART on the implementation of any laws or policies approved by Congress or the Administration that may provide new or expanded funding opportunities for HART. Advise and assist in the formation of HART's position on program development and opportunities contained in any legislation designed to enhance HART's current programs, as well as assist the Agency in securing additional funding. Monitor the New Starts Working Group and American Public Transportation Association (APTA) legislative proposals and recommend a course of action(s) to HART;

(4) The Consultant will annually provide a written report summarizing all activities undertaken on behalf of HART and the results of these undertakings.

Hillsborough Transit Authority (HART)
CONTRACT MODIFICATION

1. CONTRACT NO.	2. MODIFICATION NO.	3. EFFECTIVE DATE	4. CONTRACTOR NAME
VC-000467	2	12/20/2016	The Advocacy Group at Cardenas Partners, LLC

5. CONTRACT MODIFICATION:

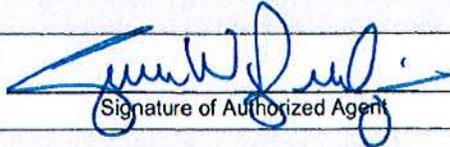
The contract identified above is modified as described in Block 8, pursuant to the terms and conditions of the contract. Except as modified herein, all other provisions of the contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

6. AMOUNT OF THIS MODIFICATION:	\$ 40,000.00	INCREASE
PRIOR CONTRACT AMOUNT:	\$ 80,000.00	
NEW CONTRACT AMOUNT:	\$ 120,000.00	
7. TERM OR PERIOD OF PERFORMANCE:	Days/Mths/Yrs	
PRIOR:	12/20/2016	
NEW:	12/20/2017	

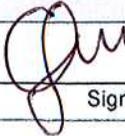
8. DESCRIPTION OF MODIFICATION:

- A. The Authority hereby exercises Option Year One (1) in accordance with the contract, Exhibit D Paragraph 3 and the Schedule.
- B. Services shall be in accordance with Exhibit H. Specifications.
- C. The contract amount referenced in Block 20 of the Solicitation, Offer and Award Form is changed to read \$120,000.00.

9. CONTRACTOR IS REQUIRED TO SIGN:

<u>Slater Bayliss - PARTNER</u> Name and Title (Type or Print)	 Signature of Authorized Agent	<u>11/14/16</u> Date
---	---	-------------------------

10. HILLSBOROUGH TRANSIT AUTHORITY (HART)

<u>Katharine Eagan, CEO</u>	 Signature	<u>12 / 5 / 16</u> Date
-----------------------------	---	----------------------------