

City of Evansville



Request for Proposal

RFP-001-01-2024

Evansville's City Government Mobile App Development

Issue Date: August 22, 2024

Issued By: City of Evansville
Office of Mayor Stephanie Terry
1 NW MLK Jr Blvd Room 302
Evansville, IN 47708

Transmitted Via: Email and Posting on Website:
<https://www.evansvillegov.org/city/departement/division.php?structureid=130>

Inquiries: Questions should be submitted via email to:
Joe Atkinson at jatkinson@evansville.in.gov

Proposals Due: Thursday, September 19, 2024 at 1:30 PM CST
1 NW Martin Luther King Jr. Blvd.
Evansville, IN 47708
Room 302

TABLE OF CONTENTS

| VENDOR INSTRUCTIONS | PAGE: |
|---|-------|
| 1. Introduction | 1 |
| 2. General Requirements | 1 |
| 3. Response Instructions | 1 |
| 4. Contact with City Employees | 2 |
| 5. Costs of RFP Preparation and Submission | 2 |
| 6. Opening of Proposals | 2 |
| 7. Proposal Format and Form | 3 |
| 8. Terms of Agreement | 4 |
| 9. Default and Termination of Contract | 4 |
| 10. Indemnification | 4 |
| 11. Disclosure | 4 |
| 12. Security Bond | 5 |
| 13. Performance Bond | 6 |
| | |
| PROPOSAL EVALUATION | |
| 1. Evaluations/ Summary of Evaluation Process | 6 |
| 2. Presentations | 6 |
| 3. Right of Refusal | 6 |
| 4. Subcontract | 6 |
| 5. E-Verify Program | 7 |
| 6. Taxes | 7 |
| 7. Licenses and Permits | 7 |
| 8. Use of City of Evansville's Name | 7 |
| 9. Incorporated by Reference | 7 |
| 10. Choice of Law and Venue | 8 |
| 11. Adversarial Parties | 8 |
| | |
| <u>FORMS</u> | |
| Equal Employment Opportunity | A-1 |
| E-Verify | B-1 |
| Non-Collusion Affidavit | C-1 |
| Conflict of Interest | D-1 |

VENDOR INSTRUCTIONS

1. INTRODUCTION

The Office of Mayor Stephanie Terry, on behalf of the City of Evansville, is soliciting proposals from qualified vendors for Evansville's City Government Mobile App Development until Thursday, September 12, 2024, 1:30 PM CDT, in Room 301, Civic Center Complex, and 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708 at which time responding Vendor's names will be announced. Proposals to be submitted prior to the scheduled Proposal opening shall be submitted to Room 302 of the Civic Center Complex, 1 NW Martin Luther King Jr. Boulevard, Evansville, Indiana 47708. Proposals submitted to Room 302 shall be submitted prior to 15 MINUTES BEFORE TIME AND DATE OF PROPOSAL OPENING.

The City of Evansville currently maintains a city website; the goal of this Request for Proposal is to create a mobile app that contains some of the information currently on that website, as well as to allow additional interactivity from residents using their mobile devices. The content on the existing city website can be found at <https://www.evansvillegov.org/city/>. It is the intent of this proposal to have this app complete and available to the public no later than March 1, 2025.

Sealed proposals must be submitted no later than the above stated time. All proposals must be marked with the following:

*The name of your company
RFP-001-01-2024
Proposal to Create an Evansville City Government App
Proposal date opening September 19, 2024*

2. GENERAL REQUIREMENTS

The submitted proposed plan must be inclusive and incorporate the objectives sought as described in this request. The plan should include intermediate milestones of one-to-two months. The plan should include clear goals, measurable outcomes, and firm deadlines for the project.

3. RESPONSE INSTRUCTIONS

The submitted proposal must follow the rules and format established within this Request for Proposals (RFP). Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete any portion of this request may result in rejection of a proposal.

- A. **All proposals must be received on or before the time and date indicated in the Notice to Vendors.** The responsibility for submitting proposals in a timely manner is solely that of the Vendor. The City will not be responsible for delays in mail delivery or delays caused by any other occurrence. Late proposals will not be considered and will be returned, unopened, to the Vendor.
- B. Vendors shall submit their proposal supplying all the required information.
- C. Vendors are required to provide all requested information. **Proposal should be submitted in a sealed envelope showing the Vendor's name, business address, proposal title, date, and time of opening on the front of the envelope.** Only information provided inside this envelope will be

VENDOR INSTRUCTIONS

considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Proposals may result in the rejection of your proposal.

- D. Complete withdrawal or complete exchange of proposal is acceptable, only if done before scheduled opening.
- E. All proposals must be signed by an authorized official of the Vendor.
- F. Do not include taxes in the proposal figures. The City is exempt from state and federal taxes. Exemption certificates will be provided upon request.

4. CONTACT WITH CITY EMPLOYEES

To ensure a fair and objective evaluation of all proposals, vendors are required to submit all inquiries by email to the Office of Mayor Stephanie Terry at jatkinson@evansville.in.gov. Each Email should be titled: RFP to Create a City Government App.

All questions will be answered via public addenda and posted to the City of Evansville-Vanderburgh County Purchasing Department webpage <https://www.evansvillegov.org/city/department/division.php?structureid=130>. All changes in specifications shall be in writing. There shall be no verbal communication concerning this RFP between any Vendor and City employees, and/or Board Members prior to contract award.

5. COSTS OF RFP PREPARATION AND SUBMISSION

Each Vendor shall be responsible for all costs incurred in order to prepare and submit their response to this RFP.

6. OPENING OF PROPOSALS

- Proposals will be opened by BPW on Thursday, September 19, 2024 where only the Vendor Name on each proposal will be announced at the opening.
- Proposals will be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. Only the Vendor Name on each proposal opened will be announced at the opening.
- Vendors who wish to review or request copies of proposals may do so by contacting the City/County Purchasing Department. A copying fee will be charged.

7. PROPOSAL FORMAT AND FORM

Each proposal will be prepared in the format specified, incorporating the additional forms provided at the end of this document, and be submitted in a sealed envelope bearing the name of the vendor, business address, proposal title, date, and time of opening on the front of the envelope. One (1) original, one (1) copy and one (1) thumb drive containing ALL PROPOSAL DOCUMENTS shall be provided by the vendor.

The proposal must be prepared and presented in the following format:

Section 1 – Understanding of Task & Technical Approach

In detail, the Vendor should describe the specific functions to be created within the app, and how those functions will be created, and how this will be made user-friendly to both the end

VENDOR INSTRUCTIONS

user and to the city government offices responsible for both upkeep of app information and receiving and responding to end user submissions. This plan should include: an explanation of how information will be delivered to end users; an explanation of how city departments will maintain and update their sections of the app; what information residents will be able to submit to city officials through the app and how they will do so; and what other functions citizens will be able to perform and how these functions will be achieved. Vendors also should include plans for how they will continue to support and troubleshoot the app in the first months after it becomes available to the public.

Section 2 – Measurables

1. Description of clear goals to be met
2. One-to-two-month intermediate milestones
3. Deadlines

Section 3 – Vendor Experience and Qualifications

Provide a statement of your experience and qualifications to perform the requested work.

Section 4 –References

Provide references of work including the names, titles, and telephone numbers of previous clients who can speak to your ability to perform the work.

Section 5 –Required Forms

Provide a signed original copy of all forms required to be submitted with this RFP in the following order:

- | | |
|---|-----|
| 1. Equal Employment Opportunity | A-1 |
| 2. Indiana Legal Employment Declaration | B-1 |
| 3. Non-Collusion Affidavit | C-1 |
| 4. Conflict of Interest / Familial Disclosure | D-1 |

8. TERMS OF AGREEMENT

It is the intent of this RFP is to establish a contract for a term not to exceed twelve (12) months.

9. DEFAULT AND TERMINATION OF CONTRACT

The successful Vendor shall assume full responsibility for implementing the Contract.

Successful vendor shall respond to inquiries by the City regarding the plan within 48 hours of receipt of inquiry.

The Vendor's failure to correct a written notice of failure to comply with the terms and conditions of the Contract within 10 days shall be grounds for the City to terminate the Vendor and to seek another Vendor to complete performance of the Contract.

10. INDEMNIFICATION

VENDOR INSTRUCTIONS

- The successful vendor shall indemnify and hold harmless the City of Evansville, their agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work; and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- In any and all claims against the City of Evansville, their agents, or employees by any employee of the successful vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful vendor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Act.

11. DISCLOSURE

Vendor shall disclose all material facts with its proposal submission pertaining to any adverse information of the Vendor or its principals and key employees who will be providing services under the advertising contract, including:

- a. Felony convictions within the last 5 years.
- b. Bankruptcies discharged within the last 7 years.
- c. Tax liens assessed within the last 5 years; or
- d. Claims filed against either the City of Evansville, Vanderburgh County or any of their departments within the last 5 years.

This disclosure shall not apply to any person or entity that is a stockholder owning less than twenty percent (20%) of the outstanding shares of a Vendor whose stock is publicly owned and traded.

Vendor shall also disclose any civil conviction or pending civil litigation involving contract performance during the last five (5) years anywhere in the United States against the Vendor or any business controlled by or affiliated with Vendor.

12. BONDING

Contractors are required to submit a Security Bond with their proposal

1. All proposals require a security (bid) bond or certified check in an amount equal to \$1,000. Security bonds must be executed by a corporate surety licensed under the laws of Indiana to execute such bonds. The surety must be a corporate surety authorized to do business in Indiana and Power of Attorney must accompany the security bond.
2. All proposals not accompanied by a security bond or a certified check, payable to the Evansville Vanderburgh County Purchasing Department, will be rejected as non-responsive.
3. Contractors wishing the return of the security bond should include a self-addressed stamped envelope with their Proposal. The requested document will be returned as soon as possible upon successfully entering into contract negotiations with a selected Contractor.

Contractors may be required to submit a Performance Bond during contract negotiations.

1. In the event that the City enters into final contract negotiations with a Contractor, the City reserves the right to require Contractor to provide a performance bond in the amount of ten

VENDOR INSTRUCTIONS

percent (10%) the total price proposal amount which may be used to satisfy any direct damages to the City resulting from Contractor's failure and/or refusal to engage in good faith negotiations and/or honor the terms of its proposal and/or contract. The bond must remain in effect for the duration of the contract. The Performance Bond is to be posted with the Purchasing Department within ten (10) business days after award.

In place of the bond, a certified check or cashier's check in the full amount of the contract may be provided. Such deposits must be filed with the executed contract documents and made a part thereof. It shall be the responsibility of the Contractor to include the cost

PROPOSAL/EVALUATION

1. EVALUATIONS / SUMMARY OF EVALUATION PROCESS

The Request for Proposals shall be awarded to the most responsive, responsible offeror whose proposal is determined in writing to be the most advantageous to the governmental body, taking into consideration price and the other evaluation factors set forth in the RFP.

In determining whether a Vendor is responsive, the following factors will be considered:

The primary criteria for vendor evaluation and consideration are:

- Well-defined plan to create app as outlined in the Scope of Work(40%)
- Vendor Experience and Qualifications (25%)
- All Bid Forms are signed and executed. (15%)
- References (10%)
- Price Proposal (10%)

The City reserves the right to waive any and all formalities or irregularities in the proposal.

The City may award based on initial proposals received, without discussion of such proposals. However, select Vendors may be invited to make oral presentations to the evaluation team.

2. PRESENTATIONS

Vendors may be required to provide written clarifications of their responses at the request of the Mayor's Office staff.

3. RIGHT OF REFUSAL

The City of Evansville ("City") may reject, at its sole discretion, any Vendor it finds to lack honesty, integrity, or moral responsibility, or whose present or former executive employees, officers, directors, stockholders, or partners are found to lack honesty, integrity, or moral responsibility. The City's findings may be based on the disclosure required herein, the City's own investigation, public records, or any other reliable source of information. The City may also reject any Vendor failing to make the disclosure required herein. By submitting a proposal, Vendor recognizes and accepts that the City may reject any or all proposal at its sole discretion. The Vendor waives any claim it might have for damages or other relief arising from the rejection of its proposal or resulting directly or indirectly from the rejection of its proposal based on these grounds, or from the disclosure of any pertinent information relating to the reasons for rejection of its proposal.

Furthermore, the City, and the Board of Public Works reserves the right to hold the proposal of three (3) Vendors for a period of sixty (60) calendar days from and after the time of the opening. The City and the Board of Public Works reserves the right to award the contract in best interest of the City.

4. SUBCONTRACTORS

It is the City's intent to contract with one prime Vendor who will be solely responsible for contractual performance. In the event the prime Vendor utilizes one or more subcontractors, the prime Vendor will assume any/all responsibility for performance of services by the subcontractor(s). Additionally, the City of Evansville must be named as a third-party beneficiary in all subcontracts.

PROPOSAL/EVALUATION

A list of all subcontractors proposed to take part in the performance of the contract must be provided with their proposal submission. This request may require that sufficient financial or background information pertaining to included subcontractors be provided.

To the degree available, the subcontractor list and corresponding financial/background information should be included in an appendix with the proposal response.

The City of Evansville reserves the right to limit and/or reject any and all subcontractors.

5. E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Vendor shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Vendor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Vendor has successfully enrolled in E-Verify.

6. TAXES

The City of Evansville is exempt from Federal, State, and Local Taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

7. LICENSES AND PERMITS

The successful Vendor or Vendors shall furnish the City of Evansville upon request any and all documentation regarding licenses, permits, certifications and/or registrations required by the laws and regulations of the City of Evansville, Vanderburgh County, the State of Indiana, and the United States of America.

The Vendor certifies that it is now and will remain in good standing with the aforementioned governmental agencies and that it will maintain its licenses, permits, certifications and/or registrations in force during the term of the contract/agreement with the City of Evansville, Vanderburgh County, Indiana.

Vendors shall comply with all applicable Federal, State, and Local laws, ordinances, and regulations applicable to the bidding and performance of the contract(s).

8. INCORPORATED BY REFERENCE

This Request for Proposal (RFP) distributed by the City of Evansville-Vanderburgh County DMD, including any other required terms, will be incorporated by reference and made a part of any resulting contract, except that any material approved by the City-County as confidential will not be publicly disclosed.

9. CHOICE OF LAW AND VENUE

Any and all actions or proceedings arising out of, or related to, this RFP and any resulting contract shall be governed by and construed in accordance with the laws of the State of Indiana. Submission of this proposal by Vendor constitutes consent and stipulation to jurisdiction and venue in the Circuit Court of

PROPOSAL/EVALUATION

Vanderburgh County, Indiana, concerning all litigation and proceedings arising out of or related to this RFP and any resulting contract.

10. ADVERSARIAL PARTIES

Any party responding to a bid, Request for Proposal, or quote for any contract with the City of Evansville – Vanderburgh County shall be required to disclose any current adversarial litigation, contract dispute, or other adversarial proceeding against the City of Evansville.

Any such disclosure of current adversarial litigation, contract dispute or other adversarial proceeding against the City of Evansville – Vanderburgh County shall be considered a factor in determining the qualification, responsiveness, and responsibility of such party in responding to a bid, quote, or Request for Proposal; and the matter shall be referred to the City and County Law Department for investigation and recommendation to the Board prior to the award of any contract.

The Board shall consider the report and recommendation of the City Law Department in determining the qualifications, responsiveness, and responsibility of each such party in awarding any contract.

Proposal Tabulation Page

**RFP-001-01-2024: PROPOSAL TO CREATE A CITY GOVERNMENT APP FOR THE CITY
OF EVANSVILLE
PROPOSAL SUBMISSION FORM**

(please place this form as 1st Page of your proposal)

THE FIRM OF: _____

Address: _____

Total Proposed Price: _____

(NUMERIC)

(WRITTEN AMOUNT)

Hereby agree, if selected, to provide the requested services as defined in the Request for Proposal RFP-001-01-2024 at the price proposed above.

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Email: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP Documents.

Submission Checklist

| | |
|--|-------|
| Tabulation Page | _____ |
| Signed Addenda, if any | _____ |
| References | _____ |
| Equal Opportunity Form | _____ |
| Indiana Legal Employment Declaration | _____ |
| Non-Collusion Affidavit | _____ |
| Conflict of Interest / Familial Disclosure | _____ |
| Thumb Drive | _____ |

EXHIBIT "A"

SCOPE OF WORK

RFP-001-01-2024 CREATION OF A CITY GOVERNMENT APP FOR THE CITY OF EVANSVILLE

The City of Evansville is soliciting proposals from qualified consultants to help us to develop a city government mobile app that allows users to access information, submit concerns, pay bills, and receive emergency push notifications from their mobile devices. These proposals should come with intermediate milestones of one to two months for deliverable portions of the process. The plan must be inclusive and incorporate the objectives sought as described in this request.

The successful proposal will include plans to, and illustrate Vendor's ability to, create an app that:

- Allows residents to report an issue to their city government, including but not exclusive to:
 - Utility outages
 - Street light outages
 - Traffic signal outages
 - Potholes
 - Road issues
 - Other concerns
- Make a payment to their city government, including but not exclusive to:
 - Evansville Water Sewer Utility bills
 - Parking tickets
 - Ordinance Violations
 - Alarm and Fingerprint Fees (EPD)
 - Permit fees to entities including the Area Plan Commission and Building Commission
 - Fines to entities including the Building Commission
 - Cemetery fees
 - Purchase METS and METS Micro rides
 - Purchase passes to city pools, as well as to Mesker Park Zoo
 - Purchase gift cards that encompass all city services
- Access city government services, including but not exclusive to:
 - Evansville Water Sewer Utility Services:
 - Stop, start, transfer, or reconnecting water or sewer services
 - Trash and Recycling programs
 - Metro installation
 - Residential water & sewer tap
 - Parks & Recreation
 - Park use forms
 - Sports signups
 - Department of Metropolitan Development
 - Development forms
 - Funding applications
 - Evansville Police Department

- Abandoned Vehicle reports
- City Engineer
 - Barrett Law application forms
- Area Plan Commission
 - File forms applying for development
- City Arborist
 - Request a tree inspection
- Central Dispatch
 - Request run cards and 9-1-1 calls
 - File a complaint
- Human Relations Commission
 - Pre-file complaints
- Purchasing
 - Access public bid/proposal opportunities available through the city
- Mayor's Office
 - File a Freedom of Information Act request
- Receive news and information from the city, including but not exclusive to:
 - Announcements
 - Alerts (with push notifications), including:
 - Burn bans & Air quality alerts
 - Boil advisories
 - Traffic/safety advisories
 - Reporting resources, including:
 - Project & Advisory maps
 - Construction maps
 - River level meter
- Access a full schedule of city meetings, as well as isolate schedules, minutes, and video recordings of individual boards and commissions
- Access a full calendar of city-sponsored events, with the possible addition of other events happening within the city that are open to the public
- Access a directory of city departments (with descriptions) and employees

We anticipate beginning work immediately after a proposal is accepted and contract signs. Phase I will include holding several stakeholder meetings starting in October 2024, speaking with city departments about the information and services provided on their section of the city app. It is our goal to have the app completed and ready for public download in March 2025, with the Vendor remaining under contract through the remainder of the 12-month period to offer technical support and add additional functionality whose need is discovered after rollout.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contract, the Vendor agrees as follows:

1. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. 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. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Vendor agrees that all services, facilities, activities, and programs provided as part of this contract will meet the requirements of the Americans with Disabilities Act and the rules and regulations promulgated there under.

3. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Vendor's commitments under the Equal Employment Opportunity Section of this contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further City contracts.

Vendor Representative (please print)

Signed

Vendor Name

Telephone

Vendor Address

Date

- DO NOT SUBSTITUTE THIS PAGE -

INDIANA LEGAL EMPLOYMENT DECLARATION

(Signed form must be submitted with Proposal)

The State of Indiana has enacted a law (I.C. 22-5-1.7-11) requiring all state agencies and political subdivisions request verification from their Vendors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Vendors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the Vendor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Vendor does not knowingly employ unauthorized aliens.

I, _____, a duly authorized agent of _____ (name of Company), declare under penalties of perjury that _____ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By: _____
(Authorized Representative of Company)

Subscribed and sworn to before me on this _____ day of _____, 20__.

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.

- DO NOT SUBSTITUTE THIS PAGE -

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) ss:
_____COUNTY)

The undersigned Vendor or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by Vendor, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

Vendor further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such sale.

Vendor (Firm)

Signature of Vendor or Agent

Subscribed and sworn to before me this _____ day of _____, 20____

My Commission Expires: _____

County of Residence: _____

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned Vendor upon delivery the price quoted for the materials/equipment stipulated in said bid.

Contracting Authority Members:

Date: _____

- DO NOT SUBSTITUTE THIS PAGE -

FTA Regulations Acknowledgement

1. Per FTA C4220.1F – Specifying in-State or Local geographical preference, or evaluating bids or proposals in light of in-State or local geographic preferences, even if those preferences are imposed by the State of Local Law are prohibited using FTA assistance.
2. The Bidder agrees if this project is paid in whole or partially utilizing Federal Transit Authority (FTA) funds the following apply and take precedence over other conditions within the bid documents if the items within the bid documents do not meet or exceed the following:
 - a. If the price quote total is over \$3,000 (construction quotes over \$2,000) and is accepted by the Board of Public Works, bidder agrees to follow the specific third-party contract provisions required for each third-party contract including requirements that each third-party contractor extend those provisions to the third-party contractor’s subcontractors according to *FTA C(ircular) 4220.1F* and according to 49CFR.
 - b. Those include No Federal government obligations to third-parties by use of a disclaimer, Program fraud and false or fraudulent statements and related acts, Access to Records, Federal Changes, Civil Rights (EEO, Title VI & ADA), Disadvantaged Business Enterprises (DBEs), Incorporation of FTA Terms, Prompt Payment, Termination Provisions (if greater than \$10,000), Suspension and Debarment (if greater than \$25,000), Recycled Products (for contracts over \$10,000 per year), ADA Access . If project is over \$100,000 there are other provisions that must be followed and can be obtained by contacting METS @ 435-6166.
 - c. A further description of the preceding provisions can be obtained by contacting METS @ 435-6166.
3. For all bids over \$25,000, METS will search the Excluded Parties Listing System (EPLS) website (<https://www.epls.gov/>) to ensure that parties have not been debarred, suspended and/or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”
4. Offeror acknowledges and agrees this quote conforms with all Clauses according to FTA C 4220.1F and according to 49CFR: A list of those clauses for construction can be obtained by contacting METS @ 435-6166.

Signed acknowledgement and agreement by bidder, they will conform with all Clauses according to FTA C 4220.1F and according to 49CFR:

Signed By:

Date: