



Delaware Department of Transportation
REQUEST FOR PROPOSALS



RFP Number: **2158F**

MOTOR FUEL ELECTRONIC LICENSING AND TAX FILING

Submission Due Date/Time: **Thursday, January 8, 2026, no later than 2:00 P.M. Local Time**

Three (3) year term with two (2) possible two-year extensions

Agreement Type: Project Specific

Up to one (1) agreement may be awarded from this solicitation

Funding: Self-funded based on administrative charge

29 Del.C. §6924; 2 CFR part 200,

PROJECT INFORMATION

This Request for Proposal (“RFP”) issued by the Delaware Department of Transportation (“DelDOT”) is for the purpose of acquiring Proposals from interested firms to help the Transportation Services section of the Delaware Department of Motor Vehicles (“DMV”) implement a solution for Motor Fuel / Special Fuel Tax Reporting and Audit Compliance, to provide online credentialing (licensing), monthly tax return e-filing and e-payment capabilities to DMV personnel and motor Fuel / special fuel dealers, suppliers, retailers, and transporters. DMV is also looking for the same system to provide Electronic Data Interchange (“EDI”) functionality for the Fuel industry to file tax returns.

PROJECT DESCRIPTION

DMV currently manages the collection, auditing, reporting, and enforcement of taxes on motor fuels with its custom-built solution, FuelTracer. DMV desires to implement a Commercial Off-The-Shelf (“COTS”) Motor Fuel / Special Fuel Tax system to modernize its current tax administration processes. This initiative aims to enhance the efficiency, accuracy, and transparency of motor fuel tax collection, licensing, auditing, and compliance activities. By adopting a proven COTS system, the State intends to leverage industry’s best practices, reduce operational risks, and ensure scalability to meet future legislative and technological demands. The new system will support electronic filing, real-time data analysis, automated workflows, and improved taxpayer services. The new Motor Fuel / Special Fuel Tax System shall comply with the requirements described herein in **Appendix B**.

QUESTIONS

Questions must be submitted before the due date identified in the Procurement Schedule for this RFP. All inquiries must be submitted in the Q/A section of the project listing in the [Bonfire Procurement Portal](#).

DelDOT's response to questions will be posted, according to the procurement schedule, under the project listing in Bonfire and to the State of Delaware Bid Solicitation Directory Website: <http://www.bids.delaware.gov/>.

Direct contact with DelDOT and/or DMV employees other than DelDOT's Contract Administration staff regarding this RFP is expressly prohibited without prior consent. Firms directly contacting DelDOT and/or DMV employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

DISADVANTAGED BUSINESS ENTERPRISE

A zero percent (0%) DBE goal has been established for this project. The DBE Program Office will review and approve all *good faith efforts* before a Notice to Proceed can be issued. The DBE Program Office will monitor this Agreement for compliance to ensure that good faith efforts are being made, and DBE goals are being met. DBE firms submitted for GFE must be certified through DelDOT's DBE Program to count towards participation in meeting the established DBE goal.

PROCUREMENT SCHEDULE

Action Item	Date	Time
Deadline for Questions to ensure response:	Wednesday, December 24, 2025	2:00 P.M. Local Time
Final Response to Questions posted by:	Five (5) business days prior to the proposal due date	2:00 P.M. Local Time
Proposals Due no later than:*	Thursday, January 8, 2026	2:00 P.M. Local Time

NOTE: Only asterisk (*) marked date changes will be communicated (via posted Addendums).

PROPOSAL REQUIREMENTS

Interested firms must submit the material required herein, or they may not be considered for the project:

1. Proposals must be received before the Proposal Due Date and Time, as identified in the Procurement Schedule for this RFP. Responses submitted by hard copy, mail, facsimile, or

e-mail will not be accepted. Responses received after the Proposal Due Date and Time will not be considered.

2. **Upload your submission at:** <https://deldot.bonfirehub.com/portal/>

Important Notes:

- Logging in and/or uploading the file(s) does not mean the response is submitted. Users must successfully upload all the file(s) and MUST click the submit button before the proposal due date and time.
- Users will receive an email confirmation receipt with a unique confirmation number once the submission has been finalized. This will confirm that the proposal has been submitted successfully.
- Each submitted item of Requested Information will only become visible to DelDOT after the proposal due date and time.
- If the file is mandatory, you will not be able to complete your submission until the requirement is met.
- Uploading large documents may take significant time depending on the size of the file(s) and your Internet connection speed. The maximum upload file size is 1000 MB.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.
- Proposals must be in a searchable format.

Need Help? Please contact Bonfire directly at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub>.

3. **The Prime Consultant must be Registered**, or submit application for registration, with DelDOT at or before the time of submission in order to be considered. Consultant Registrations are now completed online through SimpliGov. To complete registration or for more information, click [here](#).
4. **Submit one (1) Original and one (1) Redacted copy** of the Proposal. The original must be a .pdf file of the original signed proposal and should be clearly marked “**Original**” on the first page of the document. The redacted copy must be a .pdf file of the original signed proposal with any proprietary or confidential information redacted, and this copy should be clearly marked as “**Redacted**” on the first page of the document. The redacted copy is required even if the submission contains no proprietary or confidential information.

To determine what information may be considered proprietary or confidential and may be redacted from their Proposal, firms should review Delaware’s Freedom of Information Regulations [here](http://regulations.delaware.gov/AdminCode/title8/1400.shtml#TopOfPage); <http://regulations.delaware.gov/AdminCode/title8/1400.shtml#TopOfPage>. Under Delaware FOIA law, 29 Del. C. §10002(l)(2), “Trade secrets and commercial or financial information...which is of a privileged or confidential nature” are “records that shall not be deemed public” and are therefore exempt from disclosure under FOIA.

5. **Joint venture** submissions will not be considered.
6. DelDOT reserves the right to reject any and all submissions. Submissions become property of DelDOT and shall be retained electronically for a minimum period of three (3) years from the date of receipt. DelDOT reserves the right to any and all ideas included in this response without incurring any obligations to the responding firms or committing to procurement of the proposed services.
7. **Required Certification Forms.** All firms responding to the RFP must complete and return the submission forms located in ‘Appendix A’ of this document.
8. **Appendix C – Cost Proposal.** Vendors must submit a Cost Proposal using the format provided in Appendix C of this RFP. The Cost Proposal must be submitted as a separate file from the Technical Proposal and clearly labeled “**Appendix C – Cost Proposal.**”

The Cost Proposal shall include all costs associated with the proposed solution, including but not limited to: software licensing, implementation services, maintenance and support, training, hosting (if applicable), and any optional or additional services.

Failure to submit the required **Appendix C – Cost Proposal** may result in the proposal being deemed non-responsive.

No promotional materials or brochures are to be included as part of the submission.

VENDOR QUALIFICATIONS

To enable DMV staff to determine the capabilities of a Vendor to perform the services specified in the RFP, the Vendor shall respond to the following regarding its ability to meet DMV’s requirements.

NOTE: Each item must be thoroughly addressed. Vendors taking exception to any requirements listed in this section may be found nonresponsive or be subject to a lower ranking.

VENDOR EXPERIENCE REQUIREMENTS

This section identifies experience and qualifications that all Vendors must possess as a minimum requirement for responding to this RFP. The DMV seeks proposals only from Vendors that meet these qualifications.

Mandatory Experience Requirements – To be eligible for consideration, a Vendor shall meet all mandatory requirements noted herein. The DMV will determine whether a Vendor’s proposal complies with the requirements. Proposals that fail to meet any mandatory requirements listed in this RFP will be deemed non-responsive.

PRIOR PROJECT EXPERIENCE

Mandatory – Motor Fuel Tax COTS Solution Operations

The Vendor must have three Motor Fuel Tax COTS solutions in operation with three separate jurisdictions. “Jurisdictions” as used herein means entities at the County, State, regional or Federal/Nationwide level of government.

Mandatory – Motor Fuel Tax COTS Solution Implementation

The Vendor must have completed a successful implementation of their Motor Fuel Tax COTS solution in the past 10 years. The solution must still be currently in production. Subcontractor or third-party experience cannot be proposed to meet this requirement.

PROJECT DESCRIPTION REQUIREMENTS

Vendor shall include in its proposal a detailed description of each Prior Project Experience, denoting the scope, delivery, schedule, resources, and results of each example project intended to satisfy the Experience Requirements above. Vendor shall limit the response to no more than 5 projects in total. Vendors are encouraged to focus on their five most recent successful projects in documenting their Experience. Project Descriptions shall also include one reference with contact information, including at a minimum the contacts primary phone number and email address. The DMV may contact references at its discretion.

COMPANY PROFILE AND EXPERIENCE

Vendor shall provide documentation establishing the company submitting the proposal has the qualifications and experience to provide the supplies and services specified in this RFP, including, at a minimum, a general description of the firm including its services, primary source of business, range of clients and projects, organizational structure and size, number of employees, and years of experience performing services like those described within this RFP.

Subcontractors – The same information shall be provided for all subcontractors proposed as part of the Vendor’s proposal.

KEY PERSONNEL RESUMES & REQUIREMENTS

A resume or summary of qualifications, work experience, education, and skills must be provided for all key personnel, including any subcontractors, who will be performing any aspects of the contract. Include years of experience providing services like those required, education, and certifications where applicable. Identify what role each person would fulfill in performing work identified in this RFP.

Resumes must be provided for the following key personnel defined in the following table which includes the DMV’s requirements for each position. If appropriately justified, one individual may serve more than one role. Vendor shall provide key staff identified in the table

below and may identify additional key personnel as necessary, along with a resume and a clear definition of the role.

Substitution of Key Personnel – The personnel identified or described in Vendor’s proposal shall perform the services provided for the DMV under this contract. Vendor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned and will need to meet the requirements below unless the DMV otherwise waives any requirements. The DMV reserves the right to approve Vendor personnel assigned to work under this contract and any changes or substitutions to such personnel. The DMV’s approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve the Vendor of performing and being responsible for its obligations under this contract. The DMV reserves the right to require replacement of Vendor personnel. If Vendor personnel become unavailable, Vendor shall provide an equally qualified replacement in time to avoid delays to the work plan.

PREFERRED KEY PERSONNEL QUALIFICATIONS

Position	Years of Exp. Performing Role	Years of Exp. in Large Project Delivery	Type of Experience	Credentials and Education
Project Director	3 years	10 years	Motor Fuel Tax Operations or Motor Fuel Tax software operations Implementation of Proposed Solution in proposed role Managed delivery of large-scale, multi-year projects for government agencies Excellent written and oral communication and presentation skills	PMP preferred Bachelor’s degree in relevant major

Position	Years of Exp. Performing Role	Years of Exp. in Large Project Delivery	Type of Experience	Credentials and Education
Project Manager	3 years	10 years	<p>Motor Fuel Tax Operations or Motor Fuel Tax software operations</p> <p>Implementation of Proposed Solution in proposed role</p> <p>Delivered 2 projects using Proposed Methodology, with at least one project to completion</p> <p>Excellent written and oral communications and presentation skills</p>	<p>PMP</p> <p>Bachelor's degree in relevant major</p>
Implementation / Functional Lead	3 years	10 years	<p>Motor Fuel Tax Operations or Motor Fuel Tax software operations</p> <p>Implementation of Proposed Solution in proposed role</p> <p>Delivered 2 projects using Proposed Methodology, with at least one project to completion</p> <p>Led user sessions to document requirements</p> <p>Excellent written and oral communications and presentation skills</p>	<p>Bachelor's degree in relevant major</p>

Position	Years of Exp. Performing Role	Years of Exp. in Large Project Delivery	Type of Experience	Credentials and Education
Technical Architect/ Lead	3 years	10 years	<p>Implementation of Proposed Solution in proposed role</p> <p>Delivered 2 projects using Proposed Methodology</p> <p>Design, Implement, test large scale solutions for government agencies with geographically dispersed locations, including modern integration and interfacing with multiple systems</p> <p>Excellent written and oral communications and presentation skills</p>	Bachelor's degree in relevant major
Data Migration/ Conversion Lead	3 years	10 years	<p>DMV Operations</p> <p>Implementation of Proposed Solution in proposed role</p> <p>Delivered 2 projects using Proposed Methodology</p> <p>Database design, implementation experience</p> <p>Migration experience from legacy to new DBs</p> <p>Design, implementation of data reporting structures</p>	Bachelor's degree in relevant major

Position	Years of Exp. Performing Role	Years of Exp. in Large Project Delivery	Type of Experience	Credentials and Education
Training Lead	3 years	5 years	<p>Implementation of Proposed Solution in proposed role</p> <p>Delivered 2 projects using Proposed Methodology</p> <p>Planned and led user online and classroom training, training setup and post evaluation/retraining</p> <p>Developed training materials in various mediums (online, manuals, videos, etc.)</p> <p>Excellent written and oral communications and presentation skills</p>	Bachelor's degree in relevant major
Testing Lead	3 years	10 years	<p>Motor Fuel Tax Operations or Motor Fuel Tax software operations</p> <p>Implementation of Proposed Solution in proposed role</p> <p>Delivered 2 projects using Proposed Methodology</p> <p>Delivered 2 projects using proposed testing tools</p> <p>Planned and lead unit, system, integration, UAT, regression, performance testing using manual and automated testing</p>	Bachelor's degree in relevant major

Position	Years of Exp. Performing Role	Years of Exp. in Large Project Delivery	Type of Experience	Credentials and Education
			Excellent written and oral communications and presentation skills	
Security Lead	3 years	5 years	Implementation of Proposed Solution in proposed role Delivered 2 projects using Proposed Methodology Experience implementing and securing hosted solution and integration with on-premise systems and users Excellent written and oral communications and presentation skills	Bachelor's degree in relevant major One of following or similar: CRTSA - CREST Registered Technical Security Architecture CISSP-ISSAP - Information Systems Security Architecture Professional

SERVICE ORGANIZATION'S INTERNAL CONTROL ASSESSMENT

Vendors shall provide a copy of the most recent independently conducted internal control assessment for hosting services provided to current customers. This assessment should include review of relevant accounting systems, IT security systems, and other transaction-based processes. Provide the internal policy for ensuring these reviews are conducted on a regular schedule.

RATING CRITERIA

The proposals will be evaluated based on the following criteria.

#	Technical Criteria Description:	Weight
1	Ability to Meet Functional Requirements	30%
2	Ability to Non-Functional Requirements	15%
3	Project Approach	15%
4	Offeror's Solution Experience	20%
5	Key Personnel	10%
6	Cost	10%
	Total	100 %

OVERVIEW OF SELECTION PROCESS

- This is a project-specific agreement where the services as described in this RFP will be provided over the life of the project.
- This is a single-phase solicitation process with the availability for discussions with up to three (3) of the most highly qualified firms. Based upon the listed criteria and evaluation of each firm's submitted proposal, the Selection Committee may decide if a small sample task and/or discussions will be held with the most highly qualified consultants. If discussions are held, they will serve to clarify the technical approach, qualifications, and capabilities provided in response to the RFP, after which the committee will determine the ranking of the candidate firms.
- Selection Committee members will individually score each firm's submitted proposal which determines individual ranking. DelDOT's ranking is the combined ranking of all Committee members. Firms, in order of ranking, will have the opportunity to negotiate an agreement with DelDOT. If DelDOT cannot reach agreement with the highest ranked firm(s), DelDOT terminates negotiations and begins negotiations with the next highest ranked firm, and so on until an agreement is reached. DelDOT notifies via email the awarded firm(s) of the opportunity to enter into an agreement with DelDOT. This notification also includes information on the next steps for the agreement process.
- After the ranking process has been completed, applicable price information will be requested from the successful candidate firm(s), such as salary rates for various classifications of personnel; and an indirect cost derivation for the most current accounting period.
- Payroll burden and overhead will be computed on direct salary costs only (not including overtime) at the consultant's audited rate, as per Federal Acquisition Regulations Part 31, and DelDOT policies. Computer and CADD costs are not allowable as a direct cost to this project. Rate determination and applicability is subject to audit by DelDOT. Additionally, candidates should be prepared for DelDOT to work with your current accounting firm to provide information and backup documentation. Full and immediate cooperation is required to avoid delays in execution of an agreement. Failure to cooperate may result in breaking off of negotiations and moving to the next ranked firm.
- Shortlist and Selection Committee membership appointments are confidential. DelDOT's Professional Services Procurement Manual may be viewed [here](#).
- The proposals will be scored by the criteria listed in the Rating Criteria section of the RFP.
- The cost proposal will be evaluated directly based on a comparison of all proposals.
- DelDOT reserves the right to contact client references as provided and to take information from those references into account during evaluation.
- The vendor with the highest ranking, based on the rating criteria, will be recommended to procurement for receipt of a tentative award.

ORAL PRESENTATIONS AND DEMONSTRATIONS

An oral presentation by a Vendor to clarify a proposal may be required at the sole discretion of DelDOT. However, DelDOT may award a contract based on the initial proposals received without discussion with the Vendor. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations may be required to be onsite at DelDOT's discretion. Oral presentations will be made at the Vendor's expense.

DelDOT may conduct oral presentations with all Vendors. Oral presentations may include product demonstrations and key personnel interviews. If oral presentations are requested, Vendors must be prepared to have the proposed Key Personnel participate. DelDOT reserves the right to:

- Have oral presentations from a subset of highly scoring Vendors;
- Waive oral presentations if deemed unnecessary;
- Conduct oral presentations virtually using video conferencing if deemed necessary.

Vendors selected to participate in oral presentations will be notified by DelDOT in advance. For planning purposes, DelDOT will submit an agenda and specific guidance as deemed appropriate to promote productive and efficient oral presentations.

Vendors will be required to bring key personnel to the oral presentations. If the Vendor is proposing to have a key staff member filling more than one position, that information must be clearly addressed at the time of the oral presentations on how staff will produce and perform all the required functions, activities, and deliverables for the combined job duties. Dual accountability, security issues, and deadlines cannot be compromised. Vendors are welcome to bring additional staff at their discretion.

DelDOT reserves the right to schedule and conduct interviews with Vendor's proposed key staff if in the best interest of the State.

INSURANCE REQUIREMENTS

The selected firm(s) must obtain at its own cost and expense and keep in force and effect during the term of the agreement, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State.

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate.
- d. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to

transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:

1. \$1,000,000 combined single limit each accident, for bodily injury;
2. \$250,000 for property damage to others;
3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
4. \$25,000 per person, \$300,000 per accident PIP benefits if carrying any of our clients or employees; and
5. Comprehensive coverage for all vehicles leased from the State of Delaware Fleet Services which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

Certificate of Insurance and/or copies of the insurance policies will be requested at time of award.

In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

FINANCIAL STABILITY REQUIREMENT

Prior to contract award, the potential awardee shall demonstrate their financial ability to deliver the proposed services by: (1) providing financial statements, preferably audited, for the 2 consecutive years immediately preceding the issuance of this RFP; and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by its most recent annual report.

MISCELLANEOUS

DelDOT is not liable for any cost incurred by the consultant in the preparation or presentation of the Proposal.

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subconsultants currently debarred or suspended is ineligible to participate as a candidate for this process. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

DelDOT will affirmatively ensure individuals and businesses will not be discriminated against on the grounds of race, creed, color, sex, or national origin in consideration for an award. Minority business enterprises will be afforded full opportunity to submit bids/proposals in response to this invitation.

Department of Transportation
State of Delaware
By: Shanté Hastings
Secretary
Dover, DE

ATTACHMENTS:

Attachment A – I.T. Terms and Conditions

Remainder of page has been purposely left blank.

FEDERAL CONTRACT PROVISIONS

FTA's Master Agreement contains a current, but not all-inclusive, description of statutory and regulatory requirements that may affect a recipient's procurement (such as Disadvantaged Business Enterprise (DBE) and Clean Air requirements). The Master Agreement states that applicable Federal requirements will apply to project participants to the lowest tier necessary to ensure compliance with those requirements. The recipient will need to include applicable Federal requirements in each sub-agreement, lease, third party contract, or other document as necessary. For specific guidance on cross-cutting requirements administered by other Federal agencies, FTA recommends that the recipient contact those agencies. The requirements listed herein must be adhered to by any firms selected to perform work required under these agreements.

1. AUDIT AND INSPECTION OF RECORDS

The Contractor agrees to provide DelDOT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives' access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 *et seq.* And 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1612; and implementing regulations, as may be amended

3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – Lower Tier Covered Transactions (Third Party Contracts over \$25,000)

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

b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition

to other remedies available to the Federal Government, DelDOT may pursue available remedies, including suspension and/or debarment.

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

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

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

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

g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List issued by the U. S. General Service Administration.

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

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

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

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

4. CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to DelDOT and understands and agrees that DelDOT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5. FEDERAL CHANGES

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

6. CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to DelDOT and understands and agrees that DelDOT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

7. ENERGY CONSERVATION

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 US Section 321 *et seq.*).

8. CONTRACT TERMINATION

a) Termination for Convenience

DelDOT may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on product delivered up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to DelDOT, the Contractor will account for the same and dispose of it in the manner DelDOT directs.

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,

DelDOT may terminate this contract for default. Termination shall be affected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

In the event DelDOT exercises its right of termination for default, and if an amount for liquidated damages is set forth, the Contractor shall be liable to DelDOT for excess costs and, in addition, for liquidated damages in the amount set forth, as fixed, agreed, and liquidated damages for each calendar day of delay, until such time as DelDOT may reasonably obtain delivery or performance of similar supplies or services.

If the contract is so terminated, the Contractor shall continue performance and be liable to DelDOT for such liquidated damages for each calendar day of delay until the supplies are delivered or services performed.

The Contractor shall not be liable for liquidated damages resulting from delays such as acts of God, strikes, fire or flood, and events which are not the fault of, or are beyond the control of the Contractor.

9. CIVIL RIGHTS

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor

agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

(3) The contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 *et seq.* And 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C., Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1612; and implementing regulations, as may be amended.

(4) 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.

10. DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of DelDOT that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this contract. Consequently, the DBE Requirements of 49 CFR Part 26 apply to this contract. The recipient or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of FTA assisted subcontracts. 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 DelDOT deems appropriate.

The successful bidder agrees to comply with the following clauses:

Prompt Payment: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from DelDOT. This clause applies to both DBE and Non-DBE subcontractors.

Retainage: The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's 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 DelDOT. This clause applies to both DBE and non-DBE subcontractors. The specific goal for this contract is shown above under Disadvantaged Business Enterprise.

11. ENVIRONMENTAL VIOLATIONS

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations: (40 CFR, Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities. The Contractor shall report violations to the FTA.

12. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, age, sex or disability. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are tested during their employment without regard to their race, creed, religion, color, national origin, age, sex or disability. Such actions 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. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

13. FTA FUNDING REQUIREMENTS

This project may be financed in part by funds from the Federal Transit Administration. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between DelDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

14. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any DelDOT requests which would cause DelDOT to be in violation of the FTA terms and conditions.

15. LOBBYING:

The Contractor is required to certify using the Certification of Restrictions on Lobbying Form included that, to the best of his or her knowledge and belief:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

16. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

18. PROTEST PROCEDURES

Protests based upon the award of the contract shall be made in writing to the Contract Services Administrator no later than **ten (10) calendar** days following the award of the contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The protest will be reviewed and decided pursuant to; the proposal

documents issued by DelDOT, the Delaware Code, and the Federal Transit Authority's regulations.

19. RECORD RETENTION

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

20. SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

21. TITLE VI COMPLIANCE

During the performance of any Contract entered into pursuant to these specifications, the Contractor, for itself, its assignees and successor in interest, agrees that it shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d) and the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations Part 21, as they may be amended from time to time which are incorporated by reference and made a part of this contract.

22. INTELLIGENT TRANSPORTATION SYSTEMS

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by Section 5307(c) of SAFETEA-LU, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 *et seq.*, January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

23. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

(a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

Appendix A - REQUIRED FORMS

The following completed forms are required to be returned with each proposal:

- Certification of Eligibility
- Certificate of Non-Collusion
- Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification of Restrictions on Lobbying

CERTIFICATION OF ELIGIBILITY

Delaware Department of Transportation

Request for Proposal 2158F – Motor Fuel Electronic Licensing and Tax Filing

We have read Request for Proposal number **2158** and fully understand the intent of the RFP as stated, certify that we have adequate personnel and knowledge to fulfill the requirements thereof, and agree to furnish such services in accordance with the contract documents as indicated should we be awarded the contract.

_____ hereby certifies that it is not included on the United States Comptroller General’s Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standard Provisions.

_____ Signature of the Bidder or Offeror’s Authorized Official

_____ Name and Title of the Bidder or Offeror’s Authorized Official

_____ Date

Sworn and subscribed before me this _____ day of _____, 20__

Notary Public

My commission expires: _____ / _____ / 20__
Month Day Year

CERTIFICATE OF NON-COLLUSION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting to such prices, with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

_____ Signature of the Bidder or Offeror’s Authorized Official

_____ Name and Title of the Bidder or Offeror’s Authorized Official

_____ Date

Sworn and subscribed before me this _____ day of _____, 20__

Notary Public

My commission expires: _____ / _____ / 20__
Month Day Year

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third-party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three-year period preceding this proposal 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;
- 3) 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 (2) of this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the primary participant (applicant for an FTA grant or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 *et seq.*, are applicable thereto.

Signature of the Bidder or Offeror's Authorized Official

Name and Title of the Bidder or Offeror's Authorized Official

Date

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The Bidder or Offeror certifies, to the best of its knowledge and belief, that:

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

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

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE BIDDER OR OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of the Bidder or Offeror's Authorized Official

Name and Title of the Bidder or Offeror's Authorized Official

Date