

ADBECA, INC.

ARKANSAS DISADVANTAGE BUSINESS ENTERPRISE CONTRACTORS ASSOCIATION, INC.

SUPPORTIVE SERVICE AGREEMENT FY (08)

AGREEMENT between ADBECA herein referred to as "Association", and
_____ herein after to as "Consultant".

WHEREAS, the primary purposes of the Supportive Services Program are to increase the total number of Disadvantaged Business Enterprises (DBEs) participating in the Federal Highway program and to contribute to the growth and eventual self-sufficiency of these firms, and

WHEREAS, Consultant desires to provide said services, as evidence by its submission of
_____ and

WHEREAS, the Association has determined that Consultant's proposals would fulfill a primary purpose of the Supportive Services Program: NOW THEREFORE, IN WITNESS THEREOF, it is AGREED as follows:

Responsibilities of Consultants:

1. Provide services set out in Consultant's _____ submittal.
2. Determine that the DBE has obtained approval from the Association before providing services under this agreement.
3. Maintain a file for each individual task documenting the actual work performed in providing technical assistance. Copies of any documents produced (e.g. bond application, contractor's license, accounting documents, etc.) must be placed in this file with a summary statement concerning the use/outcome of the work performed.
4. Maintain documentation of time spent providing technical assistance (diary, notebook, time sheet, or any other method which adequately shows time spent on each task).
5. Grant the right of access to Consultant's records pertinent to this project and the right to audit by the ADBECA officials. Such records shall be retained for a period of three years after conclusion and acceptance of the project. All files and documents created as a result of this program are the property of the Association and shall be turned over to the Association upon request.
6. In its hiring practices the Consultant shall not discriminate on the basis of race, color, religion, national origin, sex, age or disability.
7. In the performance of the services, the Consultant shall use only those persons its payroll as regular employees. No contractors, subcontractors, or other independent consultants may be used.

8. The consultant shall indemnify and save harmless the Association from all suits, actions, or claims of any character brought because of any damage sustained on account of the operations or actions of the said Consultant; or because of any act of omission, neglect, or misconduct of said Consultant; or from any claims or amounts arising or recovered under any law, ordinance, order, or decree.

Responsibilities of the Association:

1. Make its staff members available for reviewing of reports and projects accomplishments and for consultants as appropriate.
2. Reimburse Consultant upon completion of each task and upon receipt and approval of billings for these expenditures and upon receipt of confirmation for work done from DBEø, as noted in Task Order Reimbursement Schedule, as seen in Attachment Number 1ö. All costs above these will be responsibility of the recipient of the services.

Provisions mutual to both Consultants and Association:

1. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create that public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement.
2. Unless changed by mutual agreement, the effective period will be from the date of this agreement through _____.
3. Either Consultant or Association may terminate this Agreement by giving thirty (30) days written notice.

THIS AGREEMENT made this _____ day of _____, 20____.

Mizan Rahman/ Administrator
ADBECA

TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

CERTIFICATION OF _____

I hereby certify that I am the duly authorized representative of, _____,

Whose address is _____,

And neither I nor the above organization I hereby represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above organization) to solicit or secure this contract: or
- (b) agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- (c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the organization) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Arkansas DBE Contractors Association and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Services funds and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Consultant

CERTIFICATION OF ARKANSAS DBE CONTRACTORS ASSOCIATION

I hereby certify that I am the Project Director of the Arkansas DBE Contractors Association and that the above organization or its representatives has not been required, directly or indirectly, as an expressed or implied Condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person; or
- (b) pay or agree to pay, to firm, persons, or organization, any fee, contribution, donation, or consideration of any kind;, except as here expressly stated (if any).

I acknowledge that this certification is to be furnished to the Arkansas DBE Contractors Association, in connection with this contract involving participation of Supportive Services funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Mizan Rahman/ Administrator,
ADBECA

TASK ORDER REIMBURSEMENT SCHEDULE PY 2008

Task Order Item	Reimbursement Amount per Task	Maximum Amount per Task(s)	Maximum Amount per Year
1. Corporate Financial Statement	\$ 300.00	\$ 300.00	\$1,200.00
2. Personal Financial Statement	\$ 300.00	\$ 300.00	
3. Corporate Tax Return, Partnership Returns, LLC Returns	\$ 300.00	\$ 300.00	
4. Audit Report/ Review	\$ 300.00	\$ 300.00	
5. Personal Tax Return	\$ 300.00	\$ 300.00	
6. Preparation of Statement of Qualification and Past Performance	\$ 300.00	\$ 300.00	
7. Bid Preparation along with Cost Estimate*	\$ 150.00	\$ 300.00	
8. Website Development	\$ 300.00	\$ 300.00	
9. Computer Repair and Software Upgrade Computer Training*	\$ 150.00	\$ 300.00	
10. Mileage *	\$ 100.00	\$ 300.00	
11. Lodging for Seminar, Training, Meetings*	\$ 100.00	\$ 300.00	
12. Mobilization Loan Financial Package *	\$ 200.00	\$ 200.00	
13. Management/ Education Training*	\$ 150.00*	\$ 600.00	

Documentation Required for Claiming Reimbursement:

1. Service Provider must be a Certified Provider.
2. The Claimant must have an Item Code from AHTD and have at least bid on an AHTD contract since October 2006
3. The Claimant task will be paid for a maximum of 5 years per Qualified DBE, starting June 2006.
4. Copy of original invoice clearly stating the type of service provide and completion of Supportive Service Program Evaluation Form must be submitted for REIMBURSEMENT.
5. Original receipts for software, mileage and lodging must be submitted for reimbursement.
6. Bid Preparation and Cost Estimation, Mileage and Lodging can be utilized by a DBE more than once a year, therefore, the per task amount is reduced, to reflect potential multiple usage.
7. Computer and Management/ Education Training must be conducted by a state approved institution or authorized SSC. These tasks can also be utilized by a DBE more than one a year.

NOTES:

- (1) - Based on Invoice from the certified provider, the Invoice must clearly itemize the services provided.
- (2) - May be less than allowable percentage of the Invoice.
- (3) There are additional tasks to this schedule, (*) indicates there are additional items that can be reimbursed; the 150* indicates that the reimbursement can also be for academic/training hour as well as task.