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INVITATION TO NEGOTIATE (ITN) & RESPONDENT'S ACKNOWLEDGEMENT

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**ITN TITLE:**  
**PUBLIC TRANSPORTATION SERVICES.**

**ITN NUMBER:**  
**ITN TS 77-18**

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**ISSUE DATE:** September 24, 2018 at 8:00 A.M. CST

**NON MANDATORY PRE-PROPOSAL MEETING:** October 10, 2018 at 1:00 P.M. CST

**LAST DAY FOR QUESTIONS:** October 12, 2018 at 4:00 P.M. CST

**ITN OPENING DATE & TIME:** October 24, 2018 at 4:00 P.M. CST

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**NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.**

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Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this ITN are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "ITN Title", "ITN Number" and the "ITN Due Date & Time". Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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**RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR RESPONSE. RESPONSES WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.**

COMPANY NAME \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_ EXT: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

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I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: \_\_\_\_\_ TYPED OR PRINTED NAME \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE \_\_\_\_\_

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# NOTICE TO RESPONDENTS

## ITN TS 77-18

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until 4:00 P.M. (CST) on October 24, 2018, for **Public Transportation Services**.

Interested respondents desiring consideration shall provide one (1) original hard copy, eight (8) copies and one (1) electronic copy on thumb drive of their Invitation to Negotiate (ITN) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

**The hard copy original must have original signatures in blue ink.**

A **non-mandatory** pre-proposal conference will be held at 1:00 P.M. local time on October 10, 2018 at the Okaloosa County Administration Building located at 1250 N. Eglin Parkway, Shalimar, FL 32579.

Proposal documents are available for download by accessing the Okaloosa County website at <http://www.myokaloosa.com/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <https://www.bidnetdirect.com/florida>

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than 4:00 P.M. on October 24, 2018 in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "**Public Transportation Services**". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the solicitation and the resulting negotiated agreement that is in its best interest and its decision will be final.

**NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.**

All submittals should be addressed as follows:

**ITN TS 77-18**  
**Public Transportation Services**  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

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Jeffrey Hyde  
Purchasing Manager

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Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Graham W. Fountain, Chairman

# **SECTION I**

## **INVITATION TO NEGOTIATE REQUIREMENTS**

**ITN #: TS 77-18**

### **ITN ITEM: Public Transportation Service**

**SCOPE OF SERVICES:** Okaloosa County is seeking a qualified vendor/contractor to provide fixed-route and paratransit (door-to-door) (including non-emergency and non-ADA demand-response transportation) public transportation services throughout the County and the surrounding area. Background information and a detailed description of the current service, including trip data, vehicle inventory, funding sources, current technology, and all other relevant information is included as Attachment A to this ITN. Respondents should be aware that the vendor/contractor also provides emergency evacuation services as further described in Attachment A.

Responses to this ITN must not only clearly demonstrate the respondent's understanding of the County's current system and needs, but must also include recommended innovations and improvements which may include, but are not limited to, the introduction of new technologies, operational changes, equipment and vehicle changes, or any other modifications the respondent believes will provide an efficient, cost-effective, and reliable transportation network. Any response submitted to this ITN must clearly demonstrate the respondent's ability to quickly implement such innovations and improvements by providing examples of past performance as well as the documented experience, knowledge, and achievements of the proposed project team. Examples of past implementation of innovations and improvements as well as experience and achievements of proposed project team members will be subject to verification as part of the County's review.

### **1.1 TECHNICAL REQUIREMENTS**

The County currently utilizes the following technology in the operation of the system:

- Trapeze Software Version 14.0.25.0; soon upgrading to Version 17
- Genfare Software Version 2.05.10.34

Responses must demonstrate respondents' familiarity with the above-identified programs, and identify the transportation system(s) for which they provided service which utilized these programs. Respondents are strongly encouraged to include a discussion of the strengths and weaknesses of these programs based on their own experiences, and may at the respondents' option include recommendations for how Trapeze may be optimized for maximizing performance of Okaloosa's transportation system, or include recommendations for other systems the respondent believes better suits the County's needs.

### **1.2 REGULATORY REQUIREMENTS**

Responses shall include the respondents' qualifications and certifications as needed to receive federal and state funds, including but not limited to employee training, safety training, drug and alcohol testing, and other requirements.

Responses must demonstrate the respondents' understanding of the following regulations and their significance to a public transportation program as well as the *actual project team members'* firsthand experience in operating under these regulations and guidance:

- 49 USC, esp. sections 5307, 5310, 5311, 5335, and 5339
- 49 CFR

- 2 CFR 200
- FTA Circulars including in particular 4220.1F, 5010.1E, 9040.1G, 9030.1E, 9500.1
- Chapter 14-90, Florida Administrative Code
- Chapter 14-73, Florida Administrative Code
- Chapter 41-2, Florida Administrative Code
- Chapter 427, Florida Statutes
- Americans with Disabilities Act
- Public Law 112-141 – Map 21

### 1.3 PERSONNEL REQUIREMENTS

Responses must include an organizational chart and list of all positions respondents propose to use in performance of the Scope of Work, and shall specifically describe the job duties of each. The list must show the name of the position, the quantity of personnel required by position to perform the work, and whether the position is a full-time or part-time position. Responses must identify by name the key project team members which must at a minimum include the General Manager, Operations Manager, and Safety and Training Manager (*note: titles used in this ITN are illustrative and provided to help describe the intended function and role in respondents' organization. Alternative, equivalent titles are acceptable provided the position's role and functions are clearly described*). **Detailed resumes of the proposed General Manager, Operations Manager, and Safety and Training Manager must be included.** Candidates for these key positions should have three or more years of relevant experience within the past five years, with increasingly responsible management responsibilities, with a similar in scope, size, and complexity to the service described in this ITN. The General Manager and Operations Manager candidates must be available for interview in Okaloosa County upon request and a commitment that those positions will remain on the project for no less than one year. Failure to produce, or removal of, either manager prior to one year of service may result in a financial penalty. Responses **MUST** include statements from the General Manager and Operations Manager that describe in their own words the management philosophy, practices, and techniques that will be used to manage the system, and should include examples of service innovations implemented by the respondents at other systems.

Unless approved in writing by Okaloosa County, all Contractor employees shall operate out of County facilities. The General Manager, Operations Manager, and Safety and Training Manager shall at a minimum provide 40 hours of service per week to Okaloosa County (excluding holidays and leave), and shall not perform any duties for other projects as may be undertaken by Contractor for other agencies during normal work hours. Prior to diverting any of these individuals to other programs or taking them off the project for any reason, the Contractor shall notify the County reasonably in advance and submit justification and proposed substitutions in sufficient detail to permit an evaluation of the impact to the services. The Contractor shall make **no** diversion without the written consent of the County and under no circumstances shall there be a void in any of these positions.

In addition, any contract entered into as a result of the issuance of this ITN shall contain provisions that, if at any time the County reasonably determines that the General Manager is unsatisfactory, Respondent shall, within ten (10) days, replace that General Manager with an interim or permanent manager who is reasonably satisfactory to the County. A permanent replacement manager must be in place within sixty (60) days of the prior permanent manager's departure. These standards shall also apply to the replacement of a General Manager, Operations Manager, or Safety and Training Manager who for any reason (transferred, terminated, or voluntarily leaves employment) is no longer assigned to Okaloosa County. The County shall not be liable to Contractor if any General Manager's contract with Contractor is breached, modified, and/or terminated.

## 1.4 TRAINING REQUIREMENTS

Responses must demonstrate that the respondent considers the safety of customers, employees, and the public as being of paramount importance in all aspects of service management and operations, as well as adherence to all applicable rules and regulations. To this end, responses to this ITN **must** include the following:

- A copy of the respondent's drug and alcohol policy that demonstrates compliance with federal and state laws relating to drug testing and drug education to maintain a drug-free workplace as well as vehicle drivers and operations.
- A summary of its safety programs (safety programs may include customer relations, defensive driving, refresher training, safety meetings, safety incentives, etc.) that will be used to encourage safety in the operations of this system.
- The formal procedure used by drivers, road supervisors, and general manager (and any other personnel involved) in handling routine incidents and accidents.
- A summary of its emergency response plan for Hazardous Materials for both the operational facility site and on-street incidents.
- A statement as to whether it has a Safety Committee and if it does the role of the Committee in developing and ensuring a team approach to maximizing operational safety, as well as the composition of said Committee.
- A description of all training that will be provided to all customer service and administrative personnel.
- Documentation of the training program designed to meet the FTA Security Awareness Training which must indicate all other training requirements for dispatchers, road supervisors, and other support staff that Contractor anticipates for both start-up and ongoing operations.
- A narrative description of the on-going mechanisms (which may include driver meetings, suggestions boxes, recognition programs, etc.) that will be instituted to solicit and capitalize on feedback.
- A formal training and retraining program, both classroom and behind the wheel, for all drivers in accordance with Federal and State laws, the requirements of brokered transportation agencies (e.g., Logisticare and Secure) and must include ADA and sensitivity training in providing customer service to distinct populations, such as the elderly, persons with disabilities, and culturally diverse groups. The training curriculum must be provided as part of this submittal. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind-the-wheel training under supervision of a certified instructor, and in-service training. The training program must also provide details of the retraining program for returning drivers or drivers with previous transit driving experience. Responses must detail training provided to operators who are designated to operate services for special needs persons for County. The training curriculum should include passenger assistance training, defensive driving, familiarity with policies/procedures, wheelchair securement, disability awareness, communication (radio or cell phone) use, operation of vehicle features, and map reading. The response must include sample documentation of course material currently used for operator instruction; an explanation of the number of instructors that will be required to complete start-up and ongoing training (both classroom and behind-the-wheel instruction indicating temporary start-up training personnel vs. permanent training personnel), and will indicate which of the respondent's instructors are local and familiar with the geographic area of County and routes proposed.
- A formal training program for drivers to ensure good conduct of passengers on the buses. The program must provide formal retraining measures, including criteria for determining the success of retraining efforts.
- A copy of the respondent's safety record for the past three (3) years as well as the accident/incident

rates in accidents/incidents per 100,000 miles.

## 1.5 PERFORMANCE MEASURES

Responses shall specifically acknowledge that the respondent selected must meet the following performance standards:

- On-time performance of paratransit service consistent with Goal of Transportation Development Service Plan. Current performance standard level is at 90%, which is subject to change from time to time.
- Maintaining a minimum of 1.7 riders per revenue hour for paratransit service on a monthly basis.
- Performance of fixed route service consistent with Title VI Plan. Current performance standard is set at 85%, which is subject to change from time to time.

**Respondents must include the level of service for each of the above criteria that they provide for every agency/jurisdiction named pursuant to Section 1.13.5 (Similar Services) of this ITN. If levels of services are measured by some other criteria for an agency/jurisdiction included in the response to Section 1.13.5, Respondents must state the level of service criteria being used and the level being provided.**

## 1.6 LIQUIDATED DAMAGES

Failure to perform in accordance with federal and state regulations, as well as non-compliance with the terms of brokered transportation contracts, may cause harm to the County in ways including but not limited to the inability to utilize grant funds to pay for service, loss of ability to participate in grant programs, customer dissatisfaction and declining ridership, and loss of program income through brokered transportation contracts. Because in many, if not most, cases it may be difficult or impossible to determine an exact amount of damage, and in order to help expedite resolution of liquidated damages claims, the contract resulting from this ITN will include the liquidated damages identified, below, which by submitting a response to this ITN a Respondent agrees are reasonable and acceptable in lieu of exact calculations. The County will not begin assessing liquidated damages until 90 (grace period) following the effective date of the contract. At the conclusion of the grace period, the County shall have the right to assess these damages following a notice period of 30 days during which the Contractor and County shall work together to resolve performance issues and avoid imposition of any liquidated damages if it is agreed that a failure to perform was not the fault of the Contractor.

Liquidated damages will be applied as follows:

- Failing to meet the on-time performance standards provided in the TDSP for paratransit service as measured on a monthly basis will result in the County withholding from the next regular payment \$400 for each day of the subject month the on-time standard is not met.
- Failing to meet the on-time performance standard for fixed route service as provided in the Title VI plan as measured on a monthly basis will result in the County withholding from the next regular payment \$400 for each day of the subject month that the on-time standard is not met.
- Failure to operate a fixed route will result in the County withholding from the next regular payment \$150 for each run not performed during its allotted time.
- Failure to make pullout for fixed route within a 5 minute window will result in the County withholding from the next regular payment \$150 for each bus not meeting this criteria.
- Assigning trips to drivers lacking the requisite certifications to perform said trips will result in the County withholding \$150 for each trip transported by an insufficiently credentialed driver.

- Failure to submit reports (training, accident/incident, denials, capacity, etc.) invoices, performance to budget analysis, budget or other required documents by the required deadline will result in the County withholding from the next regular payment \$150 per day for each day per document the required document is late.
- Failure to deliver vehicles to maintenance supervisor within the PM hour or mileage standard will result in the County withholding from the next regular payment \$150 per full day the vehicle service is overdue.
- Failure to submit a County and FDOT accepted Drug & Alcohol MIS Report prior to the annual suspense date will result in the County withholding from the next regular payment \$150 per full day the report is not accepted by the County. A monthly report must be submitted to the County.
- Assigning a driver to a vehicle with expired County, State, Federal or Transportation Coordinator documentation will result in the County withholding \$150 for each trip made in a vehicle with expired documentation.
- Failing to enter manifest data within three (3) working days following the date the trip was performed will result in the County withholding from the next regular payment \$150 per full working day for each day each report or other deliverable is late or unacceptable. This provision will not apply if the cause of the delay is beyond the control of the Contractor.
- Failing to pick up a paratransit customer within the allotted window of time (30 minutes before or 15 minutes after the scheduled time) will result in the County withholding from the next regular payment \$25 for each 15 minute interval or fraction thereof past the allotted time (for example, picking up a customer a 16 minutes after the allotted time will result in a \$25 deduction of pay; picking up a customer 31 minutes after the allotted time will result in a \$50 withholding from the next regular payment, etc.).
- Failure to provide service within the allotted time window resulting in the client cancelling a trip shall be considered a missed trip, not a no-show or cancellation, and shall result in \$150 dollars being withheld from the next regular payment for each missed trip
- Failure to respond to a complaint in a timely manner shall result in \$150 being withheld from the next regular payment for each complaint for which a response was not timely filed.
- Failing to maintain an average of 1.7 riders per revenue hour for paratransit service, including brokered service trips (e.g., Logistic are, Secure Transportation, etc.) when measured on a monthly basis shall result in a review of the subject month's daily ridership and will result in the County withholding from the next regular payment \$150 for each day the ridership is less than 1.7 riders per revenue hour. Funds shall not be withheld for days on which ridership fell below 1.7 riders per revenue hour if it can be clearly demonstrated that the low ridership was not the fault of the Contractor for reasons such as, for example, verified cancellations and no-shows (supported by telephone records or other documentation acceptable to the County), inclement weather conditions, or other circumstances beyond the Contractor's control.

**1.6. a PERFORMANCE INCENTIVE** to provide an incentive to efficiently schedule trips, the Contractor may receive an incentive payment as follows:

- \$1,000 for each month that the paratransit service ridership meets or exceeds 2.0 riders per revenue hour provided that, a review by the County indicates that all rides were scheduled appropriately; and
- For each month that paratransit (aka dial-a-ride or demand response) ridership exceeds 2.0 riders per revenue hour in accordance with 1. above, and on-time performance meets or exceeds 95%, Contractor will receive an additional \$1,000.
- Bonus payments shall be made during the next regular payment following the month in which the incentive performance goals were met following review and verification by the County which shall occur in no more than 30 days. The County will be under no obligation to make such payment within or at the conclusion of the 30 days if, during the verification review, issues are identified and brought to the Contractor's attention but are not resolved to the County's satisfaction. In such cases, the payment, if warranted, will be provided as part of the next regular payment following resolution.

**1.7 COUNTY RESPONSIBILITIES** The County's responsibilities include:

- Overall policy development
- Approval of routes and stops
- Establishment of fare policies and structure
- Receipt of complaints, comments, and commendations for action, as appropriate, by the Contractor
- Expansion or reduction of services
- Designated recipient of all grant funds
- Acquisition of all capital necessary for system operations
- Preparation of State and Federal grant applications and administrations of those grants
- National Transit Database (NTD) reporting to FTA, as required
- Contract administration
- Ownership of certain capital assets, including all rolling stock, both revenue and non-revenue vehicles
- All computer hardware and software including scheduling and routing, automated vehicle location, and automated data collection systems
- Vehicle camera and security systems
- Fuel for transit revenue and non-revenue vehicles used for official business
- Preventative maintenance and repair of all vehicles (see also Respondent Responsibilities, below)
- Utilities including telephone, cable, internet, water, janitorial and sewer service
- Toll charges
- Maintenance of buildings and facilities except as noted in Respondent Responsibilities, below
- Final annual budget determination for the provision of service
- Long range planning for the transit service

- Compliance assurance with all applicable federal, state and local regulations
- Marketing and public outreach
- Sale of advertising on/in vehicles and shelters

**1.8** The responsibilities of the Contractor will include but are not limited to the list of tasks and responsibilities immediately below. This list is for illustrative purposes and not intended as a comprehensive or exhaustive recital. NOTE: Contractor shall be required to use County-provided telephones, internet, cable, and other communication methods for all county-related operations. The County will **not** pay for additional or supplemental internet, telephone, or other service which, if any such are used, will be at the contractor's expense and *shall not be reflected in the budget or proposed hourly rate*.

- Day-to-day operations and management of the transportation system
  - i. Scheduling of paratransit trips
  - ii. Contacting paratransit riders no less than 24 hours prior to a scheduled trip to verify that the rider still requires a trip
  - iii. Operating fixed route and paratransit services
  - iv. Intake and handling of fares and other revenues
  - v. Providing appropriate, timely responses to comments, complaints, and commendations as directed by the County
  - vi. Performing upkeep maintenance of vehicles and other assets
  - vii. Timely delivery of vehicles for regularly scheduled preventative maintenance
  - viii. Paying contractors and subcontractors for contracted services on a timely basis
  - ix. Invoicing and receiving payments from non-medical emergency medical transportation (currently Logisticare and Secure Transportation) for transportation services rendered and other contract services
  - x. Assisting with the negotiation of brokered transportation contracts with non-medical emergency transportation.
  - xi. Negotiating contracts with subcontractors for services
  - xii. Providing staff levels including extra board sufficient to provide services as contemplated herein
- Reporting requirements as provided in Attachment B
- Coordination with the transportation disadvantaged (TD) system
- Personnel development and training as described in 1.4, above.
- Developing recommendations for route development, scheduling, and stop locations
- Performance of environmental justice and Section 6 analyses as needed to implement route changes
- Assistance with transportation related procurement activities
- Operational recommendations to the County including fares, hours of operation, etc.
- Monitoring and evaluation of all operations, systems and procedures
- Safety planning, training and risk management

- Finance, accounting and budgeting of public transportation operations
- Support the County in the preparation of an annual budget.
- Assistance in preparing for Triennial Reviews
- Customer relations; i.e., distribution of information, positive interaction with the public
- Compliance with all applicable federal, state and local regulations
- Daily custodial maintenance of the transit vehicles including washing, trash and garbage removal, and refueling
- Custodial (non-structural) maintenance of transit shelters – e.g., garbage and trash pick up, glass cleaning, etc.
- Performance of daily vehicle inspections
- System and site security
- Evaluation and implementation of fare strategies
- Providing adequate and comprehensive insurance
- Attendance at various required meetings
- Work with County staff on updates to transportation related plans
- Works with municipalities and local transit cooperative
- Assists the County with grant funding solutions and prepares any data necessary for grant applications.
- Cleaning services for buildings used solely for transportation functions that are occupied by contractor's employees.
- Participates in and as needed hosts public meetings and workshops regarding transportation operations

## 1.9 BUDGET

Responses must include a budget based on revenue hours to operate the current fixed route service and meet the anticipated paratransit demand. Responses must also include a budget based on revenue hours that is based on innovations and changes the respondent intends to implement to improve the system. Operating within the funding level provided by reasonably anticipated grants, program income (including advertising), and local funds is critical and must be reflected in the budgets and hourly rates for both the existing system and proposed improvements system. The budget and hourly rate **should reflect 5 years of operations**. In addition, respondents will provide a statement of charges for emergency transportation service as stated in the Scope of Services. Budget must include all direct (e.g., salaries and benefits for drivers, supervisors, materials, etc.) and indirect costs (bookkeeping, human resources and legal services, etc). The cost breakdown table, below, shall be used in responses to help ensure all costs are accounted for. Respondents should carefully review the Contractor's Responsibilities as well as the details provided in the attachments.

**Actual costs are subject to contract negotiation. Offerors are cautioned that the County will scrutinize the proposed budget submitted in response to this ITN and, should a contract be awarded, future years' budgets, to guard against an initial low bid subject to substantial increases in future years.**

Sample Annual Cost Breakdown Table				
	Fixed Route based on existing service \$	Paratransit based on existing Service \$	Fixed Route based on Alternate Service \$	Paratransit based on Alternate Service \$
Hourly Rate				
Total				

**1.10 COMPETITION PROCEDURES:**

The Invitation to Negotiate (ITN) is a competitive negotiation process that is used when Okaloosa County deems it in their best interest to negotiate with offers to achieve “best value”. A short list of acceptable respondents will be created for follow-on concurrent negotiation. Okaloosa County reserves the right to create a short list of respondents to whom the County wishes to enter negotiations.

**1.11 TIMELINE GOALS All times are tentative.**

Solicitation available to public:	Date: 24 September 2018, 8:00 a.m.
RSVP with POC for Pre-Proposal Meeting and Site Survey	Date: 5 October 2018, 4:00 p.m.
Non-Mandatory Pre-Proposal Meeting and Site Survey	Date: 10 October 2018, 1:00 p.m.
Questions from potential proposers due	Date: 12 October 2018, 4:00 p.m.
Issue Addendum (if necessary)	Date: 18 October 2018
Proposal Response Due	Date: 24 October 2018, 4:00 p.m.
ITN Committee Review to Short List	Date: 8 November 2018
Short List Announcement	Date: 9 November 2018
Negotiations with Short List Vendors	Date: 12-16 November 2018
Oral Presentation/Demonstration with Responses	Date: 29 November 2018
Board Review and Approval	Date: 18 December 2018
Outsourced Support Transition Begins	Date: 21 January 2019
Transition Complete	Date: 31 January 2019

**1.12 PROCEDURES**

1. RSVP attendance of Pre-Proposal Meeting and Site Visit NLT October 5, 2018 by sending an email to [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com).
2. Pre-Proposal Meeting and Site Visit at the Okaloosa County Transit Building 600 Transit Way Ft Walton Beach, FL 32548.
3. After the Pre-Proposal meeting and site visit, inquiries are to be sent to Okaloosa County Purchasing, 5479A Old Bethel Road, Crestview, FL 32536
4. County will respond to inquiries and issue an addendum if warranted.
5. Public opening and listing of all proposals received

6. An Evaluation Committee shall meet to evaluate each proposal in accordance with the requirements of this ITN.
7. A short list of proposers will be selected to go forward into final evaluation.
8. Once the short list of Respondents is selected further information may be desired and clarifications sought on proposals.
9. Short-list Respondents may be requested to make additional written submissions with oral presentation/demonstration/samples on site or through a hybrid approach using a webinar to the Evaluation Committee. The location for the oral presentation/demonstration/sample presentation will be Okaloosa County Administration Building, 1250 N. Eglin Parkway, Shalimar, FL 32579.
10. Negotiations will be conducted with best & final offers requested and reviewed.
11. The Evaluation Committee shall recommend to the Board of County Commissioners the proposal or proposals acceptance of which the Evaluation Committee deems to be in the best interest of the County.

### **1.13 EVALUATION OF PROPOSALS:**

The selection of a respondent to provide Public Transportation Services will be based on the criteria described below. Responses should address the following areas:

- 1. Approach: (Point Value = 25):** Provide a detailed description of how the requested services will be provided, including organizational structure and technology that will be used to provide service. . Clearly demonstrate the respondent's understanding of the County's current system and needs, but must also include recommended innovations and improvements which may include, but are not limited to, the introduction of new technologies, operational changes, equipment and vehicle changes, or any other modifications the respondent believes will provide an efficient, cost-effective, and reliable transportation network.
- 2. Staff Experience: (Point Value = 20)** Describe experience and expertise of individuals that will be assigned to Okaloosa County; include copies of resumes, certifications, and information concerning the specific program knowledge that will be brought to the County in the performance of the Scope of Services.
- 3. Cost/Budget (Point Value = 15):** Provide a detailed budget that includes **all** direct and indirect costs, including overhead, bookkeeping, profit, operating cost, etc. List position disciplines/services including outside services (e.g., accounting firm, human resources firm), if applicable, to be used and identify corresponding annual cost.
- 4. Similar Services (Point Value = 20):** Provide a detailed listing of all contracts services awarded to your firm during the last ten (10) years for the provision of public transportation services that includes the names of the entities (City, County, etc.); amount of contract; work description; administration responsibilities; and whether the service was performed within budget. Respondents are reminded they must state the levels of service provided to any entity listed in accordance with Section 1.5.
- 5. Management/Organization (Point Value = 10):** Provide a detailed profile of your firm that includes a history and accomplishments of its operations in providing transportation services of a similar nature as the services in this ITN; number of years in business; home office location and any other information the firm wishes to be considered in the evaluation of its ability to render services to the County.

**6. Training (Point Value = 5)** Provide a detailed description of all training that will be provided to respondent personnel during the course of providing service pursuant to this ITN.

**7. References (Point Value = 5):** Provide a list of references that your firm (and staff) is currently providing or has provided similar services within the last five (5) years.

**8. Total Eligible Score for Written Proposal Evaluation = 100 points.**

#### **1.14 NEGOTIATION PROCESS:**

1. Vendors selected for the negotiation process will be selected from those who submit responses to this ITN. References will be provided within your response using the specified format in this ITN. Selection of vendors for this phase will be based on the respective vendor's scores on the criteria outlined in the Evaluation of Proposals section. Selected Proposers chosen to enter into the negotiation phase of this ITN will be notified.
2. During the negotiation process Respondents will be expected to provide responses in writing to questions or requests of clarification from Okaloosa County purchasing.
3. As a part of the evaluation process, the evaluation committee will schedule presentations from the short-list of respondents selected for the negotiation phase. A standard to follow during the presentations along with time limits will be given to the short-list respondents. Proposer(s) will be expected to follow the presentation standard and a set time limit. Presentation slides containing trade secret or business confidential information will be clearly marked for redaction.
4. Presentations will require Respondent(s) to present a demonstration or a sample of the public transportation system they would establish for Okaloosa County using existing resources, and how the system will be improved and grown should the respondent be awarded a contract. Failure of a Respondent to furnish the product(s) and/or service(s) to meet the County's specified requirements during the demonstration may result in rejection of the Respondent's proposal. The successful demonstration of the Respondent's product(s) and/or service(s) does not constitute acceptance by the County. Any product(s) and/or services(s) furnished by the Respondent for the purposes of demonstration must be identical with those addressed in the proposal and the resultant contract..

#### **1.15 TERM OF CONTRACT:**

The initial term of this contract shall be from completion of signatures by both parties and shall run for a period of five (5) years from the date of commencement. (Notice to Proceed)

#### **1.16 RENEWAL OPTION:**

The contract may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement.

**1.17 PRIOR EMPLOYMENT:**

Please provide the names of all the agencies of similar size and service as Okaloosa County for which you provide or provided public transportation services in the last five (5) years. Use the following format:

**GENERAL BACKGROUND**

Name of Client:

Number of paratransit buses operated for this system:

Number of fixed route buses operated for this system:

Address:

Client Point of Contact:

Email address:

Telephone Number:

Project Start Date:

Current Status:

:

**SECTION II**  
**GENERAL SERVICES INSURANCE REQUIREMENTS W/CYBER LIABILITY**

**BONDS**

A performance bond in the amount of five-hundred thousand dollars (\$500,000) will be required for the duration of the contract.

**CONTRACTOR'S INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Contractor.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
7. The insurance definition of Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

## **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

## **BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

## **LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<b><u>LIMIT</u></b>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	Statutory

2.	Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence
4.	Personal and Advertising Injury	\$1,000,000
5.	Products and Completed Operations	\$1,000,000 per occurrence
6.	Cyber Liability	\$1,000,000
7.	Professional Liability	\$1,000,000

## **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS**

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full

responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.

5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## **SECTION III**

# **GENERAL PROPOSAL CONDITIONS**

### **1. PRE-PROPOSAL ACTIVITY**

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITN & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <https://www.bidnetdirect.com/florida> . To access the Okaloosa County Web Site go to: <http://www.myokaloosa.com/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

- 2. PREPARATION OF PROPOSAL** – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and proposal forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Proposal”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of.

3. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
4. **SUBMITTAL OF PROPOSAL** – A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the respondent, and shall be accompanied by the proposal security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

**Note: Crestview is not a next day delivery site for overnight carriers.**

5. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may

withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.
7. **IDENTICAL TIE BIDS** - – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
8. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
9. **PROPOSAL PRICE** – The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their proposal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.
12. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
13. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
  - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
  - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
  - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by Local, State or Federal Government on its barred/suspended vendor list.

#### **14. AWARD OF CONTRACT**

**Okaloosa County Review** - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

- 15. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract number.
- 16. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 17. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 18. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or

employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.**

19. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
20. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
21. **CONE OF SILENCE CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications, Invitations to Negotiate) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

22. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
23. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
24. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

25. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
26. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.
27. **AUDIT** - If requested, respondent shall permit the County or its authorized representative to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract. Respondent shall permit access to premises and employees with adequate notice and during reasonable hours for the purpose of examining and assessing controls in place over the work they perform for the County.
28. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
29. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
30. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

**31. Title VI Solicitation Notice - The Okaloosa County Board of County Commissioners**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**32. The following documents are to be submitted with the proposal packet:**

- A.** Drug-Free Workplace Certification Form
- B.** Conflict of Interest
- C.** Federal E-Verify
- D.** Cone of Silence Form
- E.** Recycled Content Form
- F.** Indemnification and Hold Harmless
- G.** Company Data
- H.** System of Awards Management
- I.** Addendum Acknowledgement
- J.** Certification Regarding Lobbying Proposal Sheet
- K.** General Grant Funding Special Conditions “Exhibit A “
- L.** FTA Provisions

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## **DRUG-FREE WORKPLACE CERTIFICATION**

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Typed or Printed)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no”. If yes, give person(s) name(s) and position(s) with your business.

YES: \_\_\_\_\_

NO: \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

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FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

E-MAIL : \_\_\_\_\_

DATE: \_\_\_\_\_

# **FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

## **CONE OF SILENCE**

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff..

The period commences from the time of advertisement until contract award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or an appointed representative. It shall be the Purchasing Director decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I \_\_\_\_\_ representing \_\_\_\_\_  
Signature Company Name

On this \_\_\_\_\_ day of \_\_\_\_\_ 2018 hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

# **RECYCLED CONTENT FORM**

## RECYCLED CONTENT INFORMATION

1. Is the material in the proposal: Virgin \_\_\_\_\_ or Recycled \_\_\_\_\_ (Check the applicable blank). If recycled, what percentage \_\_\_\_\_%.

Product Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Is your product packaged and/or shipped in material containing recycled content?

Yes \_\_\_\_\_ No \_\_\_\_\_

Specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Is your product recyclable after it has reached its intended end use?

Yes \_\_\_\_\_ No \_\_\_\_\_

Specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: \_\_\_\_\_

E-Mail: \_\_\_\_\_

## **INDEMNIFICATION AND HOLD HARMLESS**

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

---

Respondent's Company Name

---

Authorized Signature – Manual

---

Physical Address

---

Authorized Signature – Typed

---

Mailing Address

---

Title

---

Phone Number

---

FAX Number

---

Cellular Number

---

After-Hours Number(s)

---

Date

## COMPANY DATA

Respondent's Company Name:

---

Physical Address & Phone #:

---

---

---

---

---

Contact Person (Typed-Printed):

---

Phone #:

---

Cell #:

---

Email:

---

Federal ID or SS #:

---

DUNS #:

---

Respondent's License #:

---

Fax #:

---

Emergency #'s After Hours,  
Weekends & Holidays:

---

## SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: \_\_\_\_\_

Entity Address: \_\_\_\_\_

Duns Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_



# **LOBBYING - 31 U.S.C. 1352, as amended**

## CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her 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 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
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.

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 Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**SECTION IV**  
**PROPOSAL EVALUATION**

**PROPOSAL#:** ITN TS 77-18

**Date Submitted:** \_\_\_\_\_

**PROPOSAL TITLE:** PUBLIC TRANSPORTATION SERVICES

<b>QUALIFICATIONS</b>	
Approach: 25 points max	
Staff Experience: 20 points	
Cost/Budget: 15 points max	
Similar Services: 10 points max	
Management/Organization: 20 points max	
Training: 5 points max	
References: 5 points Max	
<b>Total (100-point scale)</b>	

**Person Scoring (Print)** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT A**  
**GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS**

Either this solicitation is fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:  
  
Florida Department of Management Services (Office of Supplier Diversity)  
Florida Department of Transportation  
Minority Business Development Center in most large cities and  
Local Government M/DBE programs in many large counties and cities
6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act:** If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference

to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
15. **Access to Records and Reports:**  
Contractor will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
16. **Record Retention:**  
Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
18. **Termination for Default (Breach or Cause):**  
Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
19. **Safeguarding Personal Identifiable Information**  
Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

22. **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. **Energy Policy and Conservation Act (43 U.S.C. §6201)**

All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

## **Title VI Clauses for Compliance with Nondiscrimination Requirements**

### **Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor

will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment

or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
      - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
  - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-

Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or  
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

**ITN TS 77-18**

**ATTACHMENT A – EXISTING SYSTEM AND RESOURCES**

The following types of services are currently provided by the County:

1. **Fixed Route:** “Emerald Coast Rider” is the County’s fixed route that serves the urbanized areas of Okaloosa County consisting of Ft Walton Beach, Destin, Mary Esther, Niceville, Cinco Bayou, and Shalimar and the immediately surrounding unincorporated areas.

The fixed route system is accessible at the following link: <http://www.ecrider.org/wp-content/uploads/2017/07/ECRider-RideGuide-July2017.pdf> .

The service hours are from 7:00 a.m. to 7:00 p.m., Monday through Friday.

The inventory of vehicles assigned to both the fixed route system and paratransit (demand response) is attached.

Fares are shown in in the Ride Guide accessible at the following link: <http://www.ecrider.org/wp-content/uploads/2017/07/ECRider-RideGuide-July2017.pdf> .

Total trips, revenue miles, and revenue hours for the years 2015 – 2017, and from Oct 1, 2017 through July 31, 2018, are shown in the table, below:

	2015		2016		2017		2018 (10/01/2017 – 07/31/2018)	
	MB	DR	MB	DR	MB	DR	MB	DR
Unlinked Passenger Trips	139,389	91,172	135,719	93,806	120,042	95,452	97,950	88,577
Actual Vehicle Revenue Miles	376,174	745,448	396,415	853,654	369,053	1,060,983	317,293	955,973
Actual Vehicle Revenue Hours	28,702	49,702	29,160	54,973	28,070	59,749	24,127	53,938

Legend: MB – Motor Bus    DR – Demand Response

2. **Transportation Disadvantaged (TD) Service:** This service is provided using funding made available to the County by the Florida Commission for the Transportation

Disadvantaged (CTD) under Chapter 427, Florida Statutes. Certain seniors, persons with disabilities, low-income individuals, and others who meet the definition of “transportation disadvantaged” under Chapter 427, Florida Statutes, are eligible to use this service.

The Contractor makes determinations of TD eligibility and maintains this eligibility information as part of a master customer file. TD customer eligibility information is therefore easily accessed as part of the automated reservations and scheduling process.

Service policies, including trip purposes, days and hours of service, service area, fares, and other policies are established through the Transportation Disadvantaged Local Coordinating Board (TDLCB) and detailed in contracts that the County has with the Florida CTD.

3. **Brokered Non-Emergency Medical Transportation:** The County also serves as the provider of brokered non-emergency medical transportation under contracts with brokers of Medicaid transportation (currently LogistiCare and Secure Transportation).

Under this program, transportation is provided to eligible Medicaid beneficiaries traveling to Medicaid approved programs and services. Transportation is provided throughout the county as well as to certain specialized medical and other Medicaid approved destinations outside of Okaloosa County.

Information about Medicaid beneficiaries is maintained by the State Agency for Health Care Administration (AHCA).

As part of the management and provision of services under this ITN, the Contractor will be required to check Medicaid beneficiary eligibility for requested transportation services as part of the trip reservations and scheduling process. Contractor will update the Medicaid eligibility records no less than monthly.

The Contractor must call a toll-free number or access an internet based application to check the most recent eligibility status if a trip request is received and the customer is not listed as eligible in the latest County database. Eligible customers under this program may be ambulatory, may use wheelchairs and require accessible vehicles, or may require transportation via a stretcher.

4. **Non-Emergency Stretcher Transportation:** Proposals submitted pursuant to the ITN to which this scope of work is attached must address how contractor submitting the proposal will provide this service.

Stretcher transportation is to be provided throughout the county area as well as to specialized medical destinations outside the county. Stretcher transportation is door-through-door. Information about Medicaid beneficiaries who are to be transported by stretcher is to be maintained by the Contractor.

As part of the management and provision of services under this ITN, the Contractor will be required to check Medicaid beneficiary eligibility for requested transportation services as part of the trip reservations and scheduling process.

The Okaloosa County contract with the Florida Commission for the Transportation Disadvantaged to provide Medicaid Non-Emergency Transportation includes the requirement to provide bariatric stretcher services when necessary. The Contractor may directly provide these bariatric services or contract with a provider who specializes in providing bariatric stretcher services.

5. **Local Human Service Agency Transportation:** The Contractor also coordinates the provision of transportation with local human service agencies. These agencies have contracts with the County for the provision of specified customer transportation. Typically, the transportation purchased through the County involves ongoing group subscription transportation of customers to and from program sites. The local agencies identify the eligible customers, the desired arrival and pick-up times, and the program sites to be served. The contractor will be required to work with the local agencies involved in this type of service to arrange and provide the desired transportation.
6. **Emergency Transportation Services.** The Contractor also provides emergency transportation services to the COUNTY as follows:
  - a. Provide personnel support, if available, needed to facilitate coordination and execution of emergency transport covered herein.
  - b. If support personnel are not provided, surplus transit buses will be fueled by CONTRACTOR and ready for use by COUNTY.
  - c. Maintain liaison with the COUNTY Emergency Management Office.
  - d. Provide a representative to the COUNTY Emergency Operations Center (EOC) upon, and for the duration of, EOC activation. The CONTRACTOR representative will be located at 600 Transit Way and will be in contact with the EOC by radio and cell phone.

7. **Fuel, Computer Hardware, Telephone, Cable, Utilities, and Internet Services**

The County shall provide the fuel, utility, telephone, cable, and internet services, as well as the computer hardware that the Contractor will use for providing service pursuant to this ITN. Any computer hardware other than that needed to provide service will be provided at the Contractor's expense with prior approval from the County. Procurement of any hardware or software shall be in compliance with federal, state, and local regulations as applicable. Such hardware shall have the technical ratings and capabilities to fully utilize all of the functions of the scheduling, routing, and other software used by the County for the full term of the Contract. The County currently uses transit programs by Trapeze Software ULC. The Contractor shall be responsible for the proper care and handling of all the County provided computer equipment.

## Vehicle Inventory

Copy of Vehicle Master Data

9/12/2018

Vehicle	Service	Year	Type	Stretcher	Manf	VIN	Cost
1	Dial-a-Ride	2007	Sedan	0	Ford	3FAHP07137R209181	\$15,100.00
3	Fixed	2014	Cutaway	0	Chevrolet	1GB6G5BGXE1198685	\$74,882.00
4	Dial-a-Ride	2014	Cutaway	0	Chevrolet	1GB6G5BG1E1195495	\$119,777.00
5	Fixed	2014	Cutaway	0	Chevrolet	1GB6G5BG5E1198531	\$74,882.00
7	Fixed	2015	Cutaway	0	Ford	1FDGF5GY4FEA54365	\$95,503.00
8	Dial-a-Ride	2012	Cutaway	0	Chevrolet	1GB3G2BG0B1176918	\$67,613.00
9	Fixed	2015	Cutaway	0	Chevrolet	1GB6G5BG4E1198309	\$74,882.00
11	Fixed	2014	Cutaway	0	Chevrolet	1GB6G5BG1E1195836	\$74,882.00
12	Dial-a-Ride	2017	Minibus	1	Ford	1FDZX2XM8HKA73508	\$67,158.00
14	Dial-a-Ride	2017	Minibus	1	Ford	1FDZX2XM8HKA73507	\$67,158.00
15	Airporter	2017	Minibus	0	Ford	1FDVU4XG0HKB22079	\$65,042.00
17	Dial-a-Ride	2017	Minibus	0	Ford	1FDVU4XG4HKB22084	\$69,119.00
19	Airporter	2017	Minibus	0	Ford	1FDVU4XG7HKB22080	\$65,042.00
20	Dial-a-Ride	2017	Minibus	0	Ford	1FDVU4XG8HKB22086	\$69,119.00
21	Dial-a-Ride	2017	Minibus	0	Ford	1FDVU4XG9HKB22081	\$69,119.00
22	Dial-a-Ride	2017	Minibus	0	Ford	1FDVU4XG0HKB22083	\$69,119.00

## Copy of Vehicle Master Data

9/12/2018

Vehicle	Service	Year	Type	Stretcher	Manf	VIN	Cost
23	Dial-a-Ride	2017	Minibus	0	Ford	1FDVU4XG2HKB32273	\$69,119.00
24	Dial-a-Ride	2017	Minibus	0	Ford	1FDVU4XG4HKB32274	\$69,119.00
25	Dial-a-Ride	2017	Minibus	0	Ford	1FDVU4XG6HKB32275	\$69,119.00
31	Dial-a-Ride	2014	Mini Van	0	MOVT	57WMD1A68EM100941	\$46,598.00
34	Dial-a-Ride	2014	Mini Van	0	MOVT	57WMD1A65EM100945	\$46,598.00
41	Dial-a-Ride	2007	Sedan	0	Ford	3FAHP07187R204915	\$16,100.00
43	Dial-a-Ride	2006	Sedan	0	Ford	1FAFP53U07A112812	\$15,300.00
47	Dial-a-Ride	2007	Sedan	0	Ford	3FAHP07167R204914	\$15,100.00
62	Dial-a-Ride	2012	Cutaway	0	Chevrolet	1GB6G5BG0B1177596	\$71,383.00
63	Dial-a-Ride	2012	Cutaway	0	Chevrolet	1GB6G5BG5B1177710	\$71,383.00
64	Dial-a-Ride	2012	Cutaway	0	Chevrolet	1GB6G5BG5B1176573	\$72,158.00
71	Dial-a-Ride	2009	Cutaway	0	Chevrolet	1GBJG31K191160899	\$73,163.00
73	Dial-a-Ride	2009	Cutaway	0	Chevrolet	1GBJG31K191160529	\$73,163.00
75	Dial-a-Ride	2009	Cutaway	0	Chevrolet	1GBJG31K591161232	\$73,163.00
76	Fixed	2007	Cutaway	0	Chevrolet	1GB2007E4V1247F404115	\$84,662.00
79	Dial-a-Ride	2012	Cutaway	0	Chevrolet	1GB6G5BG7B1177952	\$71,383.00

Vehicle	Service	Year	Type	Stretcher	Manf	VIN	Cost
80	Dial-a-Ride	2012	Cutaway	0	Chevrolet	1GB3G2BG3B1176847	\$67,613.00
81	Dial-a-Ride	2012	Cutaway	0	Chevrolet	1GB3G2BG9C1199034	\$67,613.00
82	Dial-a-Ride	2012	Cutaway	0	Chevrolet	1GB3G2BG6B1175126	\$67,613.00
83	Dial-a-Ride	2012	Cutaway	0	Chevrolet	1GB3G2BG6B1176308	\$67,613.00
86	Fixed	2015	Cutaway	0	Chevrolet	1GB6G5BG7E1198353	\$74,882.00
87	Fixed	2014	Cutaway	0	Chevrolet	1GB6G5BG5E1199369	\$74,882.00
89	Fixed	2014	Cutaway	0	Chevrolet	1GB6G5BG6E1198117	\$74,882.00
90	Fixed	2014	Cutaway	0	Chevrolet	1GB6G5BG7E1198580	\$74,882.00
91	Fixed	2015	Cutaway	0	Chevrolet	1GB6G5BG4E1198245	\$74,882.00
92	Fixed	2014	Cutaway	0	Chevrolet	1GB6G5BG5E1198173	\$74,882.00
93	Fixed	2015	Cutaway	0	Chevrolet	1GB6G5BG3E1199130	\$74,882.00
94	Fixed	2015	Cutaway	0	Chevrolet	1GB6G5BG9E1199410	\$74,882.00
95	Dial-a-Ride	2014	Cutaway	0	Chevrolet	1GB6G5BG7E1195470	\$71,922.00
96	Dial-a-Ride	2008	Cutaway	0	Chevrolet	1GBE4V1958F413419	\$91,513.00
97	Dial-a-Ride	2014	Cutaway	0	Chevrolet	1GB6G5BG8E1195865	\$71,922.00
98	Dial-a-Ride	2014	Cutaway	0	Chevrolet	1GB6G5BG1E1195142	\$71,922.00

Copy of Vehicle Master Data

9/12/2018

Vehicle	Service	Year	Type	Stretcher	Manf	VIN	Cost
99	Fixed	2015	Cutaway	0	Ford	1FDGF5GY6FEA54366	\$95,503.00
100	Fixed	2007	Trolley	0	Freight	4UZAB9BV55CU61711	\$139,939.00
101	Fixed	2007	Trolley	0	Freight	4UZAB9BV27CZ21068	\$139,939.00
505	Dial-a-Ride	2017	Minibus	0	Ford	1FDVU4XG2HKA67571	\$68,887.00
506	Dial-a-Ride	2017	Minibus	0	Ford	1FDVU4XG3HKB38468	\$69,119.00

**ATTACHMENT B – REPORTING REQUIREMENT**

1. **Daily Records** - The respondent must be able to produce these on request:
  - A. Missed trips
  - B. On-time performance consistent with the TDSP and other adopted standards
  - C. Incidents and Accidents
  - D. Load issues
  - E. Revenue miles and hours, deadhead miles and hours
  - F. Road calls and reason
  - G. Bus swaps and reason
  - H. Coordination issues with contracted
  - I. Daily transaction reports for compilation into monthly report summaries for fares, pass sales, customer contacts including walk-in, telephone, internet and fax.
  - J. Telephone records including:
    - 1) The number of calls received;
    - 2) The number of calls answered;
    - 3) The number of abandoned calls;
    - 4) The average hold time for all calls by hour for each day;
    - 5) The maximum hold time for all calls by hour for each day;
    - 6) The average and maximum hold times for abandoned calls;
    - 7) The average talk time;
    - 8) The number of agents on duty by hour of each day.
  
2. **Monthly Reports** The respondent shall submit a monthly report that includes the following Monthly Operating Report shall be submitted which will include, at a minimum, the following data:
  - A. **Paratransit**
    - 1) Total one-way eligible customer trips requested
    - 2) Total capacity denials
    - 3) Total eligibility denials
    - 4) Total trips refused
    - 5) Total trips scheduled
    - 6) Total trips scheduled more than 60 minutes from requested time
    - 7) Total advance cancellations
    - 8) Total late cancellations

- 9) Total no-shows
- 10) Total missed trips
- 11) Total trips provided to eligible customers
- 12) Total PCAs transported
- 13) Total companions/escorts transported
- 14) Total customers (eligible customers, PCAs, companions)
- 15) Total eligible customer will-call trips
- 16) Total vehicle hours (pull-out to pull-in)
- 17) Total vehicle-revenue-hours (first pick-up to last drop-off less scheduled breaks)
- 18) Total deadhead vehicle-hours
- 19) Total vehicle miles (pull-out to pull-in)
- 20) Total revenue hours (first pick-up to last drop-off less scheduled breaks)
- 21) Total deadhead vehicle miles
- 22) Number and percent of on-time one way trips
- 23) Total unmet trip requests by type, and the reason the trip was denied
- 24) Total fixed route ridership
- 25) Ridership by route.

**B. Fixed route**

- 1) The scheduled and actual hours for each fixed route.
- 2) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances for fixed route.
- 3) Contractor Fixed Route Performance report which reports and ranks each route monthly based on the following:
  - a. Subsidy per passenger trip
  - b. Passengers per revenue hour
  - c. Passengers per revenue mile
  - d. Vehicle miles
  - e. Percent farebox return (percent of operating cost recovered through farebox)
  - f. Scheduled and actual Revenue Miles.
  - g. Scheduled and actual Revenue Hours.
  - h. Changes to staffing.
  - i. A historical record describing route changes including, but not limited to:
    - i. Addition of Route(s)
    - ii. Elimination of Route(s)
    - iii. Combination of Routes
    - iv. Addition of Evening Service

- v. Addition of Weekend Service
  - vi. Other Route Scheduling Changes
  - vii. Running Time Adjustments
- 4) Fuel consumption per mode
  - 5) Any other information the County reasonably requests.

**C. NTD Data.** The Contractor shall compile and provide to the County *on a monthly basis* the required data to complete the Annual Operating Report (AOR) and National Transit Database (NTD) reports, in the specified format. The Contractor shall submit to the County consolidated annual data for the AOR on an annual basis for the year ending June 30th for submission to the Commission for Transportation Disadvantaged (CTD).

**D. Performance Report.** A written performance report reflecting the operations of the prior month (collectively referred to as “Performance Measures”) that will include the following items:

- 1) A Profit and Loss Statement detailing all revenue and expenses from the prior month.
- 2) A balance sheet reconciling the Profit and Loss Statement with the adopted budget.
- 3) Training by type and hour for all staff that received training
- 4) Numbers and brief description of committee, community outreach, and other meetings, but not including general staff meetings
- 5) Accidents and Accident/Incident report(s)

#### 4. Quarterly Reports

- A. Safety Manager Ride Check Reports
- B. DBE procurements report
- C. Drug and alcohol program report to be provided monthly

#### 5. Annual Reports

- A. Drug and alcohol MIS report to be provided monthly to the department.
- B. NTD Report - The Contractor shall be responsible for accurately providing the County with the information that is to be reported to the National Transit Database. Contractor shall also assist the County in any audit/review conducted by FTA, FDOT, or other regulatory or funding partner. The Contractor shall track NTD Revenue Service Miles and Hours, NTD Total Miles and Hours, and report totals on a monthly and yearly basis. NTD Revenue Service Miles/Hours, Deadhead Miles/Hours, and Total Miles/Hours, are defined as:
  - 1) Revenue Service (Miles/Hours): The time when a vehicle is available to the general public and there is an expectation of carrying passengers. These passengers either directly pay fares, are subsidized by public policy, or provide payment through some contractual arrangement.
  - 2) Deadhead (Miles/Hours): The miles and hours that a vehicle travels when out of revenue service. Deadhead includes:
    - a. Leaving or returning to the garage or yard facility, or
    - b. Changing routes and when there is no expectation of carrying revenue passengers.

c. Deadheading:

- i. Vehicles traveling from a dispatching point to the first passenger pick-up point are considered deadheading and are not included in revenue service. Therefore, do not report this travel as NTD revenue service miles/hours.
- ii. Vehicles traveling back to a dispatching location are considered deadheading. Do not report this travel as NTD revenue service miles and hours.
- iii. Vehicles traveling with or without passengers while available to carry passengers between pick-up/drop-off points are considered NTD revenue service miles and hours.
- iv. If vehicle storage and maintenance locations are different from the dispatching locations, travel between any of these locations is considered deadheading.

3) NTD Revenue Service Miles/Hours: NTD revenue service miles and NTD revenue service hours include all travel and time from the point of the first passenger pick-up to the last passenger drop-off, excluding lunch-breaks if any, as long as the vehicle does not return to the dispatching point. In addition, NTD revenue service miles/hours include the distance and time to pick up the next passenger. This data is actual (not scheduled) and shall be input into the Route Match System.

4) NTD Total Miles/Hours: the distance and time from gate departure to gate return, excluding lunch-breaks, if any. NTD Total Miles/Hours include revenue service and deadheading to and from the garage or yard facility. Vehicle Pre/Post-Trip Inspection time, Training and Maintenance travel and time are not included in NTD Total Miles and Hours. This data is actual (not scheduled) and shall be input into the Route Match System.

5) Contractor shall be required to submit reports (i.e. Disadvantaged Business Enterprise (DBE) reports) as required by the Federal Transit Administration (FTA), including reports related to subcontractors and work performed by them, to ensure 1) continued eligibility for federal funding and 2) the ability to finance operations and preventive maintenance efforts with such funding.

6. **Tri-annual Reports**

A. Conduct Tri-annual passenger surveys

B. Assist in data collection and preparation for FTA and State Triennial Review

**ACCEPTANCE OF FTA FEDERAL CLAUSES**

**Okaloosa County Purchasing Reference:** \_\_\_\_\_

This purchase/contract through the Okaloosa County Board of County Commissioner’s shall conform in all respects to the attached Federal Transit Administration’s (FTA) Federally Required Clauses, Model Clauses and other Contract requirements and Certifications listed below.

*Please acknowledge receipt of a copy of the below clauses and certifications by checking each notification received, sign, date and return to Okaloosa County Purchasing. All certifications are required to be signed, dated and submitted before purchase or with the bid/proposal submission.*

**Federal Clauses**

- \_\_\_\_\_ Fly America Requirements
- \_\_\_\_\_ Buy America (construction contracts & acquisition of goods or rolling stock)
- \_\_\_\_\_ Cargo Preference
- \_\_\_\_\_ Energy Conservation
- \_\_\_\_\_ Clean Water
- \_\_\_\_\_ Lobbying
- \_\_\_\_\_ Access to Records and Reports
- \_\_\_\_\_ Federal Changes
- \_\_\_\_\_ Clean Air
- \_\_\_\_\_ Recycled Products
- \_\_\_\_\_ No Government Obligation to Third Parties
- \_\_\_\_\_ Program Fraud and False or Fraudulent Statements or Related Acts
- \_\_\_\_\_ Termination
- \_\_\_\_\_ Government Wide Debarment and Suspension (Non-Procurement)
- \_\_\_\_\_ Contracts Involving Federal Privacy Act Requirements
- \_\_\_\_\_ Civil Rights Requirements
- \_\_\_\_\_ Disadvantaged Business Enterprise
- \_\_\_\_\_ Prompt Payment
- \_\_\_\_\_ Breaches and Dispute Resolution
- \_\_\_\_\_ Incorporation of Federal Transit Administration (FTA) Terms

**Other Federal Requirements**

- \_\_\_\_\_ Full and Open Competition
- \_\_\_\_\_ Prohibition against Exclusionary or Discriminatory Specifications
- \_\_\_\_\_ Conformance with ITS National Architecture
- \_\_\_\_\_ Access Requirements for Persons with Disabilities
- \_\_\_\_\_ Notification of Federal Participation
- \_\_\_\_\_ Interest of Members or Delegates to Congress
- \_\_\_\_\_ Ineligible Contractors and Subcontractors

**Other Contract Requirements**

- \_\_\_\_\_ Compliance with Federal Regulations
- \_\_\_\_\_ Real Property
- \_\_\_\_\_ Access to Services for Persons with Limited English Proficiency

- \_\_\_\_\_ Environmental Justice
- \_\_\_\_\_ Environmental Protections
- \_\_\_\_\_ Geographic Information and Related Spatial Data
- \_\_\_\_\_ Geographic Preference
- \_\_\_\_\_ Organizational Conflicts of Interest
- \_\_\_\_\_ Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only
- \_\_\_\_\_ Veterans Preference
- \_\_\_\_\_ Safe Operation of Motor Vehicles
- \_\_\_\_\_ Catalog of Federal Domestic Assistance (CFDA) Identification Number
- \_\_\_\_\_ CFDA number for the Federal Transportation Administration
- \_\_\_\_\_ Drug Free Workplace Requirements
- \_\_\_\_\_ Utilization of Minority and Women Firms (M/WBE)
- \_\_\_\_\_ Davis-Bacon Act
- \_\_\_\_\_ Copeland Anti Kick Back Act
- \_\_\_\_\_ Contract Work Hours and Safety Standards Act
- \_\_\_\_\_ Rights to Inventions Made under a Contract or Agreement
- \_\_\_\_\_ Procurement of Recovered Materials

**Federal Certification**

- \_\_\_\_\_ Certification and Restrictions on Lobbying
- \_\_\_\_\_ Government-Wide Debarment and Suspension
- \_\_\_\_\_ Buy America Certification

\_\_\_\_\_ I acknowledge receipt of the required FTA Federal clauses, other Federal Clauses and Certifications, and other Contract Requirements and **WILL** conform to the requirements.

\_\_\_\_\_ I acknowledge receipt of the required FTA Federal clauses, other Federal Clauses and Certifications, and other Contract Requirements and **WILL NOT** conform to the requirements.

Name (printed): \_\_\_\_\_

Name (signed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

DUNS #: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

## **FTA Federally Required Clauses**

### **Fly America Requirements**

All contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

### **Buy America Certification (Steel and Manufactured Products)**

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating or planning funds. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

### **Cargo Preference**

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

### **Energy Conservation**

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

### **Clean Water**

All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn,

report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

## **Lobbying**

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

## **Access to Records and Reports**

49 USC 5325 (g), 2 CFR 200.333, 49 CFR part 633

All contracts

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR

### **Federal Changes**

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

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

### **Clean Air**

All contracts over \$150,000.

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

### **Recycled Products**

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### **No Government Obligation to Third Parties**

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

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

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

### **Program Fraud and False or Fraudulent Statements or Related Acts**

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the

penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **Termination**

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

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

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the

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services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for

convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

### **Government Wide Debarment and Suspension (Non Procurement)**

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

### **Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## Civil Rights Requirements

### All Contracts

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,
- c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".
- (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C.

§ 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for

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discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

### **Disadvantaged Business Enterprise**

Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, 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 this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its

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DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

### **Prompt payment**

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

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 contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

### **Breaches and Dispute Resolution**

All contracts over \$150,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **Incorporation of Federal Transit Administration (FTA) Terms**

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated 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 request that would cause the recipient to be in violation of FTA terms and conditions.

## ***Other Federal Requirements***

The following requirements are not federal clauses.

### **Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

### **Prohibition Against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

### **Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

### **Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

### **Notification of Federal Participation**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

### **Interest of Members or Delegates to Congress**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

## **Ineligible Contractors and Subcontractors**

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

## **Other Contract Requirements**

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

## **Compliance with Federal Regulations**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

## **Real Property**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **Access to Services for Persons with Limited English Proficiency**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

## **Environmental Justice**

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

## **Environmental Protections**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

## **Geographic Information and Related Spatial Data**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

## **Geographic Preference**

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201 ).

## **Organizational Conflicts of Interest**

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

## **Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only**

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

## **Veterans Preference**

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

## **Safe Operation of Motor Vehicles**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## **Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

## **CFDA number for the Federal Transportation Administration**

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

## **Drug Free Workplace Requirements**

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

## **Utilization of Minority and Women Firms (M/WBE)**

The contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)  
Florida Department of Transportation  
Minority Business Development Center in most large cities and  
Local Government M/DBE programs in many large counties and cities

### **Davis-Bacon Act**

If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

### **Copeland Anti Kick Back Act**

If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

### **Contract Work Hours and Safety Standards Act**

(40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **Rights to Inventions Made Under a Contract or Agreement:**

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

### **Procurement of Recovered Materials**

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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I, \_\_\_\_\_, hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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 undersigned 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. Section 3801, et seq., are applicable thereto.*

Name of Bidder/Company Name \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date / / \_\_\_\_\_

Signature of notary and SEAL \_\_\_\_\_

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

- (1) Debarred,
- (2) Suspended,
- (3) Proposed for debarment,
- (4) Declared ineligible,
- (5) Voluntarily excluded, or
- (6) Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

- (1) 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,
- (2) Violation of any Federal or State antitrust statute, or
- (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is 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 listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
  - (1) Equals or exceeds \$25,000,
  - (2) Is for audit services, or
  - (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
  - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
  - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
    - a. Debarred from participation in its federally funded Project,
    - b. Suspended from participation in its federally funded Project,
    - c. Proposed for debarment from participation in its federally funded Project,
    - d. Declared ineligible to participate in its federally funded Project,
    - e. Voluntarily excluded from participation in its federally funded Project, or
    - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor \_\_\_\_\_

Signature  
of Authorized Official \_\_\_\_\_ Date / / \_\_\_\_

Name and Title of Contractor's Authorized Official \_\_\_\_\_

BUY AMERICA CERTIFICATION

(STEEL OR MANUFACTURED PRODUCTS)

[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25, 2009]

General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
  - (1) All of the manufacturing processes for the product must take place in the United States; and
  - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of **Compliance** with Buy America Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Certificate of **Non-Compliance** with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Vehicle #	Garage	Service	Year	Type	AMB	W/C	Stretcher	CDL	Manf	VIN	Length	Net Weight	Gross Weight	License #	Fuel Card #	Property #	Fuel	Cost	Rpl Year	rcial Advert	Year Recel	placed in	EC Rider Wr	Contract Expi
15	Arrived PO 21700148	Airporter	2017	Minibus	9	0	0		Ford	1FDVU4X G0HKB22 079		7080	10360	TE8513			G	\$65,042.00	2021		11/22/2017			
19	Arrived PO 21700148 CV	Airporter	2017	Minibus	9	0	0		Ford	1FDVU4X G7HKB22 080	22	10360		TE8375		17J22089	G	\$65,042.00	2022		02/28/2018			
4	FWB	Dial-a-Ride	2014	Cutaway	12	2	0	No	Chevrolet	1GBG65B G1E1195 495	24	10400	14200	224939	15567		D	\$119,777.00	2020	UWF pending	08/2014			
8	FWB	Dial-a-Ride	2012	Cutaway	8	2	0	No	Chevrolet	1GB3G2B G0B1176 918	22	9100	12300	TC9063	19149		G	\$67,613.00	2018		08/2012			
12	FWB	Dial-a-Ride	2017	Minibus	7	2	1	No	Ford	1FDZX2X MXHKA73 508	22	6224	9250	TE8506		17J21887		\$67,158.00	2021		09/22/2017	#####	EC Rider - Oct 2017	
14	Arrived PO 21700149	Dial-a-Ride	2017	Minibus	7	2	1	No	Ford	1FDZX2X M8HKA73 507	20	6224	9250	TE8361		17J22090	G	\$67,158.00	2022		02/28/2018			
17	Arrived PO 21700524 CV	Dial-a-Ride	2017	Minibus	7	3	0		Ford	1FDVU4X G4HKB22 084	22			TE8422		17J22273	G	\$69,119.00	0		5/17/2018		5/29/2018	
20	FWB	Dial-a-Ride	2017	Minibus	7	3	0	No	Ford	1FDVU4X G8HKB22 086	22	7330		TE8547		707649 99885 264365 EXP 7/21	G	\$69,119.00	2022		2/1/2018			
21	Arrived PO 21700524	Dial-a-Ride	2017	Minibus	7	3	0		Ford	1FDVU4X G9HKB22 081	22			TE8421		17J22206	G	\$69,119.00	0		5/17/2018			
22	Arrived PO 21700524	Dial-a-Ride	2017	Minibus	7	3	0		Ford	1FDVU4X G0HKB22 083	22	7330		TE8543		17J22079	G	\$69,119.00	2022		1/10/2018		Jan 2018	
23	Arrived PO # 21700905	Dial-a-Ride	2017	Minibus	7	3	0		Ford	1FDVU4X G2HKB32 273	22					707649 99885 265005 EXP 07/21	G	\$69,119.00	2022		03/14/2018			
24	Arrived PO # 21700905	Dial-a-Ride	2017	Minibus	7	3	0		Ford	1FDVU4X G4HKB32 274	22					707649 99885 265006 EXP 07/21	G	\$69,119.00	2022		03/14/2018			
25	Arrived PO # 21700905	Dial-a-Ride	2017	Minibus	7	3	0		Ford	1FDVU4X G6HKB32 275	22					707649 99885 265007 EXP 7/21	G	\$69,119.00	2022		03/14/2018			
31	FWB	Dial-a-Ride	2014	Mini Van	6	1	0	No	MOVT	57WMD1 A68EM10 0941		5055	5055	TE0986		14B20646	G	\$46,598.00	2020		08/2015			
34	CV	Dial-a-Ride	2014	Mini Van	4	1	0	No	MOVT	57WMD1 A65EM10 0945		5055	5055	TE1452		14B20647	G	\$46,598.00	2020		08/2015			
62	CV	Dial-a-Ride	2012	Cutaway	10	3	0	No	Chevrolet	1GBG65B G0B1177 596	24	10200	14200	TC9070	244701		G	\$71,383.00	2018		10/2012			
63	CV	Dial-a-Ride	2012	Cutaway	10	3	0	No	Chevrolet	1GBG65B G5B1177 710	24	10200	14200	TC9068	244824		G	\$71,383.00	2018		10/2012			
64	CV	Dial-a-Ride	2012	Cutaway	8	2	0	No	Chevrolet	1GBG65B G5B1176 573	24	9900	14200	TC9069	244826		G	\$72,158.00	2018		10/2012			
73	CV	Dial-a-Ride	2009	Cutaway	8	2	0	No	Chevrolet	1GBJG31 K1911605 29	22	9000	12300	TC1287	218873		G	\$73,163.00	2015		06/2009			
79	CV	Dial-a-Ride	2012	Cutaway	10	3	0	No	Chevrolet	1GBG65B G7B1177 952	24	10200	14200	TC9072	244823		G	\$71,383.00	2018		10/2012			

80	CV	Dial-a-Ride	2012	Cutaway	8	2	0	No	Chevrolet	1GB3G2B G3B1176 847	22	9100	12300	TC9062	19957		G	\$67,613.00	2018		08/2012		
81	CV	Dial-a-Ride	2012	Cutaway	8	2	0	No	Chevrolet	1GB3G2B G9C1199 034	22	9000	12300	TC9067	244827		G	\$67,613.00	2018		10/2012		
82	CV	Dial-a-Ride	2012	Cutaway	8	2	0	No	Chevrolet	1GB3G2B G6B1175 126	22	9100	12300	TC9061		12J19958	G	\$67,613.00	2018		08/2012		
83	CV	Dial-a-Ride	2012	Cutaway	8	2	0	No	Chevrolet	1GB3G2B G6B1176 308	22	9100	12300	TC9071	244828		G	\$67,613.00	2018		10/2012		
95	FWB	Dial-a-Ride	2014	Cutaway	12	2	0	No	Chevrolet	1GB6G5B G7E1195 470	24	10400	14200	TD7375		14J19691	G	\$71,922.00	2020		07/2014		
96	CV	Dial-a-Ride	2008	Cutaway	12	2	0	No	Chevrolet	1GBE4V1 958F4134 19	24	12500	17500	TB5331	207727		D	\$91,513.00	2014	NWF Reg Airport	07/2008		
97	CV	Dial-a-Ride	2014	Cutaway	12	2	0	No	Chevrolet	1GB6G5B G8E1195 865	24	10400	14200	238412		14J19692	G	\$71,922.00	2020		07/2014		
98	FWB	Dial-a-Ride	2014	Cutaway	12	2	0	No	Chevrolet	1GB6G5B G1E1195 142	24	10400	14200	TA7086		14J19700	G	\$71,922.00	2020		08/2014		
505	CV	Dial-a-Ride	2017	Minibus	5	3	0	No	Ford	1FDVU4X G2HKA67 571	22	7124	10360	TE8468			G	\$68,887.00	2021		07/10/2017	27-Jul-17	EC Rider - Sep 2017 12 Jul 2018; Invoice 10331
506	CV Arrived PO 21700524	Dial-a-Ride Dial-a-Ride Accident repairable	2017	Minibus	7	3	0		Ford	1FDVU4X G3HKB38 468	22	7630	10360	TE8573	707649 99885 265853 EXP 7/21	17J22317	G	\$69,119.00	0		06/20/2018	21-Jul-18	
16			2017	Minibus	7	3	0		Ford	1FDVU4X G0HKB22 082	22	7330		TE8542		17J22078	G	\$69,119.00	2022		1/10/2018		Jan 2018
3	FWB	Fixed	2014	Cutaway	12	2	0	No	Chevrolet	1GB6G5B GXE1198 885	24	10150	14200	237527		14J20513	G	\$74,882.00	2020		09/2014		
5	FWB	Fixed	2014	Cutaway	12	2	0	No	Chevrolet	1GB6G5B G5E1198 531	24	10150	14200	237528		14J20514	G	\$74,882.00	2020		09/2014		
7	CV	Fixed	2015	Cutaway	20	2	0	Yes	Ford	1FDGF5G Y4FEA54 365	24	13200	19500	TD3309	14J20535	14J20535	G	\$95,503.00	2020		10/2014		
9	FWB	Fixed	2015	Cutaway	12	2	0	No	Chevrolet	1GB6G5B G4E1198 309	24	10100	14200	TD3308		14J20531	G	\$74,882.00	2020	FL Departme nt of Health	10/2014		
11	CV	Fixed	2014	Cutaway	12	2	0	No	Chevrolet	1GB6G5B G1E1195 836	24	10150	14200	TA7085		14J19699	G	\$74,882.00	2020	Zeb Watts	08/2014		
76	FWB	Fixed	2007	Cutaway	12	2	0	No	Chevrolet	1GB2007 E4V1247 F404115	24	10200	14200	TA1026	17421		D	\$84,662.00	2013		05/2007		
86	FWB	Fixed	2015	Cutaway	12	2	0	No	Chevrolet	1GB6G5B G7E1198 353	24	10200	14200	TD7346		15J20573	G	\$74,882.00	2020	Fresenius	11/2014		
87	FWB	Fixed	2014	Cutaway	12	2	0	No	Chevrolet	1GB6G5B G5E1199 369	24	10200	14200	TD3312		14J20532	G	\$74,882.00	2020	SilverSan ds	10/2014		
89	FWB	Fixed	2014	Cutaway	12	2	0	No	Chevrolet	1GB6G5B G6E1198 117	24	10200	14200	TD3305		14J20533	G	\$74,882.00	2020	FL Departme nt of Health	10/2014		
90	FWB	Fixed	2014	Cutaway	12	2	0	No	Chevrolet	1GB6G5B G7E1198 580	24	10150	14200	TD3310		14J20534	G	\$74,882.00	2020	SilverSan ds	10/2014		

91	FWB	Fixed	2015	Cutaway	12	2	0	No	Chevrolet	1GB6G5B G4E1198 245	24	10200	14200	TD3311	14J20536	G	\$74,882.00	2020	SilverSand ds (rewrapped on 5/11/2018 )	10/2014
92	FWB	Fixed	2014	Cutaway	12	2	0	No	Chevrolet	1GB6G5B G5E1198 173	24	10100	14200	237529	14J20515	G	\$74,882.00	2020	SilverSand ds FL Departme nt of Health	09/2014
93	FWB	Fixed	2015	Cutaway	12	2	0	No	Chevrolet	1GB6G5B G3E1199 130	24	10200	14200	TD3319	14J20539	G	\$74,882.00	2020		10/2014
94	FWB	Fixed	2015	Cutaway	12	2	0	No	Chevrolet	1GB6G5B G9E1199 410	24	10200	14200	TD3307	14J20540	G	\$74,882.00	2020	Fresenius	10/2014
99	CV	Fixed	2015	Cutaway	20	2	0	Yes	Ford	1FDGF5G Y6FEA54 366	24	13200	19500	TD7345	15J20575	G	\$95,503.00	2020		11/2014
100	FWB	Fixed	2007	Trolley	30	2	0	Yes	Freight	4UZAB9B V55CU61 711	35	11793	17043	TA7579	16943	D	\$139,939.00	2017		3/5/2007
101	FWB	Fixed	2007	Trolley	30	2	0	Yes	Freight	4UZAB9B V27CZ21 068	35	11793	17043	TA8967	07J16942	D	\$139,939.00	2017		7/16/2007
2	FWB	Service	2011	Pick up	2	0	0	No	Ford	1FTM1CM 7BKD354 93		4795	6450	TC3680	19444	G	\$14,925.00	2016		03/2011
50	TDB	Dial-a-Ride	2019	Explorer - 4 door		0	0		Ford	1FM5K7B 85KGA16 468					19B22506		\$0.00	0		
51	TDB	Dial-a-Ride	2019	Explorer - 4 door		0	0		Ford	1FM5K7B 85KGA16 469					19B22507		\$0.00	0		
52	TDB	Dial-a-Ride	2019	Explorer - 4 door		0	0		Ford	1FM5K7B 85KGA16 470					19B22508		\$0.00	0		
53	TDB	Dial-a-Ride	2019	Explorer - 4 door		0	0		Ford	1FM5K7B 85KGA16 471					19B22509		\$0.00	0		
55	TDB	Dial-a-Ride	2019	Explorer - 4 door		0	0		Ford	1FM5K7B 85KGA16 472					19B22510		\$0.00	0		
TBD	Inbound PO 21800		2018	Minibus	7	3	0		Ford	1FDVU4X G1JKB113 72										
75	CV	Dial-a-Ride Disposition October 2018	2009	Cutaway	8	2	0	No	Chevrolet	1GBJG31 K5911612 32	22	9000	12300	TC1285	218875	G	\$73,163.00	2015		06/2009
1	CV	Dial-a-Ride Disposition October 2018	2007	Sedan	4	0	0	No	Ford	3FAHP07 137R2091 81		3234	4084	228035		G	\$15,100.00	2012		02/2007
41	FWB	Dial-a-Ride Disposition October 2018	2007	Sedan	4	0	0	No	Ford	3FAHP07 187R2049 15		3234	4084	TA6106	07A17142	G	\$16,100.00	2012		02/2007
43	FWB	Dial-a-Ride Disposition October 2018	2006	Sedan	4	0	0	No	Ford	1FAFP53 U07A112 812		3234	4084	240225	16649	G	\$15,300.00	2011		05/2006
47	CV	Dial-a-Ride Disposition October 2018	2007	Sedan	4	0	0	No	Ford	3FAHP07 167R2049 14		3234	4084	TA6103	17143	G	\$15,100.00	2012		02/2007
71	CV	Dial-a-Ride Disposition October	2009	Cutaway	8	2	0	No	Chevrolet	1GBJG31 K1911608 99	22	9000	12300	TC1290	218871	G	\$73,163.00	2015		06/2009

Vehicle Siz	Vehicle Dut	PO #	Placement	Seat Expired	# and Exp	Age Jan 20	# Trigger	trial # Fire	Standard year	UnPass Ser	AVG Mi/YR	Field2	D TAG # F	DING SOU	are Inspect	ection expires
						500					0		0 537			
											0		0 534			
						1159000	FM 8191	FM 8100	CY 2016	15846294 01109			558	FTA 5307	4/1//16	03/27/201 7
						171000				15642284 01100			550	FTA 5307	10/1/16	03/26/201 7
						16000					0		0 628			
											0		0 556			
											0		0			
						500					0		0 566			
											0		0			
		PO 21700524				1500					0		0 553			
											0		0 557			
											0		0 555			
											0		0 549			
						80000	NA	NA	NA	15642330 01108				FTA 5307	10/1/16	03/27/201 7
						69000	NA	NA	NA	15845210 01100				FTA 5307	4/1//16	03/27/201 7
					#A939199 4 6/30/18	194000				15847915 01102				FTA 5307	4/1//16	03/28/201 7
					#A939198 6 6/30/14	227000				15642306 01101				FTA 5307	4/1//16	03/28/201 7
					#A939199 1 6/30/18	222000				15845210 01100				FTA 5307	4/1//16	03/26/201 7
						237000				15845211 01109				FTA 5307	10/1/16	03/26/201 7
					#A939199 5 6/30/18	181000								FTA 5307	4/1//16	03/28/201 7



						117000	FM 8191	FM 8100	CY 2016	Entered into Sunpass Acct
						114000	FM 8191	FM 8100	CY 2016	15642227 01105
						89184	FM 8191	FM 8100	CY 2016	
						94000	FM 8191	FM 8100	CY 2016	Entered into Sunpass Acct
						77000	FM 8191	FM 8100	CY 2016	
						125000				
						153000				
						69000				15642289 01105
										0
										0
										0
										0
										0
										0

554	FTA 5307	4/1//16	03/27/2017
541	FTA 5307	10/1/16	03/26/2017
544	FTA 5307	4/1//16	03/26/2017
540	FTA 5307	4/1//16	03/27/2017
629	FTA 5307	4/1//16	03/26/2017
630	FTA 5307		
538			
552	FTA 5307		

284000			15642315 01109	560	FTA 5307	10/1/16	03/27/2017
56500			15642302 01105		FTA 5307		
#A939198 5 6/30/18	231000		15642308 01109	533	FTA 5307	10/1/16	02/28/2017
166000			15642820 1102	542	FTA 5307	10/1/16	03/29/2017
257000			15642314 01100	627	FTA 5307	10/1/16	03/29/2017
241000			15642281 01103		FTA 5307	10/1/16	03/26/2017