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## REQUEST FOR PROPOSALS (RFP) & PROPOSER'S ACKNOWLEDGEMENT

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**RFP TITLE:**  
TRANSIT SERVICES

**RFP NUMBER:**  
RFP GM 18-15

**RFP OPENING DATE & TIME:**

March 20<sup>th</sup>, 2015 4:00 P.M. CT

**LAST DAY FOR QUESTIONS:**

March 6<sup>th</sup>, 2015 4:00 P.M. CT

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

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 RFP 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 proposals must be sealed and received by the Okaloosa County Clerk of Court by the "RFP Opening Date & Time" referenced above. The official clock for the purpose of receiving proposals is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536 . All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening 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 Proposals may not be withdrawn for a period of sixty (60) days after the proposal opening unless otherwise specified.

**PROPOSALDER ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS 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: \_\_\_\_\_

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 TO 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 \_\_\_\_\_

# NOTICE TO RESPONDENTS

## RFP GM 18-15

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **4:00 p.m. (CST) March 20<sup>th</sup>, 2015**, for the Request for Proposals for **Transit Services**. Pursuant to the Notice to Bidders, copies of bid forms, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536; 850-689-5960 or they may be downloaded from our website at [http://www.co.okaloosa.fl.us/dept\\_purchasing.html](http://www.co.okaloosa.fl.us/dept_purchasing.html) (View Current Solicitations) or at <http://www.floridabidsystem.com/default.asp>.

At **4:00 p.m. (CST), March 20<sup>th</sup>, 2015**, all proposals will be opened and read aloud. All proposals must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "**RFP Transit Services**". The Board of County Commissioners will consider all proposals properly submitted at its scheduled proposal opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Proposals may be submitted in the Conference & Training Room #305 prior to proposal opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non-delivery.

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.

Any Respondent failing to mark outside of envelope as set forth herein may not be entitled to have their proposal considered.

All proposals should be addressed as follows:

### Transit Services

Okaloosa County Purchasing Department  
Attn: Zan Fedorak  
602-C North Pearl Street  
Crestview FL 32536

\_\_\_\_\_  
Zan Fedorak  
Purchasing Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy Clerk  
Clerk of Circuit Court

\_\_\_\_\_  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Nathan D. Boyles  
Chairman

# PROPOSAL REQUIREMENTS

## SCOPE:

Public transportation service in Okaloosa County is currently provided by Okaloosa County Transit under contract to the Okaloosa County Board of County Commissioners (BCC). The Okaloosa County Board of County Commissioners also serves as the Community Transportation Coordinator for Okaloosa County, pursuant to Chapter 427, Florida Statutes.

The County administers and coordinates fixed route services and several different types of paratransit and non-emergency stretcher transportation programs for residents and visitors of Okaloosa County. The Contractor will assist County by managing and operating the services required under each of these programs.

## **Types of Services Provided**

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

1. **Fixed Route:** “The WAVE” 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 shown in Attachment A.

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

The inventory of vehicles assigned to the fixed route system is attached as Attachment B.

Paratransit service is comprised of an assortment of vehicles. The inventory of vehicles assigned to paratransit service is also shown in Attachment B.

Fares are shown in attachment C.

Total trips, revenue miles, and revenue hours for the years 2011-2013 are shown in the table, below:

	2011		2012		2013	
	MB	DR	MB	DR	MB	DR
<b>Unlinked Passenger Trips</b>	175,616	90,956	179,921	87,423	182,584	86,400
<b>Actual Vehicle Revenue Miles</b>	410,368	680,748	432,692	704,565	441,358	721,700
<b>Actual Vehicle Revenue Hours</b>	35,072	41,200	35,361	71,766	35,764	72,500
<b>Legend:</b>	MB - MotorBus DR - Demand Response					
<b>Data Source: NTD Reports 2011-2013</b>						

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. **Medicaid Non-Emergency Medical Transportation:** The County also serves as the provider of Medicaid funded nonemergency medical transportation under a contract with the Florida CTD, the statewide broker of Medicaid 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 RFP, 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:** Current provider has a subcontract with a separate provider for this service. Proposals submitted pursuant to the RFP 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 RFP, 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 current 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.

### **Computer Hardware**

The County shall provide the computers that the Contractor will use for providing service pursuant to this RFP. All other computer hardware will be provided by the Contractor 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.

### **Internet Services**

The Contractor shall provide Internet services for the County scheduling system. The Contractor may take advantage of any discount that the County receives for such services.

### **Vehicle Maintenance**

Vehicle maintenance is performed by the County Fleet Operations Department at its facilities located in Ft Walton Beach and Crestview. However, the vendor is required to perform general upkeep maintenance and driver checks in accordance with the Okaloosa County Transit Maintenance Plan (Attachment D).

### ***SCOPE OF SERVICES/STATEMENT OF WORK:***

The primary focus of this RFP is to acquire services for Management and Operations of a Public Transportation System to provide fixed-route and paratransit services in Okaloosa County.

The Contractor will be responsible for the management and day-to-day operation of the Okaloosa County public transit system in a safe, efficient, and effective manner.

Vehicles and ancillary transit equipment are provided by the County through a vehicle lease agreement with the Transit Operator at a nominal \$1 per vehicle per year fee.

The successful proposer will be expected to locate a substantial number of its staff to the County Transit Building located at 600 Transit Way in Ft Walton Beach. Staff who must be stationed at this location include the General Manager, Operations Manager, and those Road Supervisors who will be assigned to the area south of Eglin Air Force Base. Additional staff may be located at other offices. Any non-county office location(s) shall also provide for a secured and acceptable environment for all County provided hardware.

## **Contractor's Responsibilities**

The responsibilities of the Contractor will include but are not limited to the following (bullet statements under enumerated duties are for illustrative purposes and not intended as an exhaustive list):

1. Day-to-day operations and management of the transit system
  - a. Scheduling of Paratransit trips
  - b. Operating fixed routes
  - c. Intake and handling of fares and other revenues
  - d. Responding to customer inquiries
  - e. Performing upkeep maintenance of vehicles and other assets
  - f. Paying contractors and subcontractors for contracted services
  - g. Invoicing and receiving payments from Medicaid provider (currently Logisticare) for transportation services rendered pursuant to contract
  - h. Negotiating contracts with Medicaid provider
  - i. Negotiating contracts with subcontractors for services
2. Coordination with the transportation disadvantaged (TD) system
3. Preparation of weekly, monthly, quarterly, and annual reports as described in this RFP
4. Marketing, advertising, public outreach, and promotional activities
  - a. coordinating and selling advertising space on vehicles
  - b. developing and implementing programs to increase public awareness and use of public transportation system, particularly fixed route
  - c. participating in public events
5. Employment of public transit-related personnel
6. Personnel development and training
  - a. driver training
  - b. supervisor training, including reasonable suspicion for supervisors
  - c. receptionist/dispatch operator training
7. Route development, scheduling and stop locations
8. On-time performance
9. Assistance with transit related procurement activities
10. Operational recommendations to the County
11. Monitoring and evaluation of all operations, systems and procedures
12. Safety planning, training and Risk management
13. Finance, accounting and budgeting
14. Preparation of monthly service, performance measures, NTD, and other reports reports
15. Annual Operating Report

16. Preparation of an annual budget
17. Provision and reporting of data necessary for reporting to the National Transit Database (NTD) in the format requested by Okaloosa County
18. Transit Administration, as required
19. Assistance in preparing for Triennial Reviews
20. Customer relations
21. Compliance with all applicable federal, state and local regulations
22. General maintenance of the transit vehicles in accordance with Attachment D
23. System and site security
24. Evaluation and implementation of fare strategies
25. Providing adequate and comprehensive insurance
26. Attendance at various required meetings
27. Work with County staff on updates to transportation related plans
28. Works with municipalities and local transit cooperative
29. Assists the County with grant funding solutions and prepares any data necessary for grant applications.

### **County's Responsibilities**

The County's responsibilities include but are not limited to the following:

1. Overall policy development
2. Approval of routes and stops
3. Establishment of fare policies and structure
4. Expansion or reduction of service
5. Designated recipient of all grant funds
6. Acquisition of all capital necessary for system operations
7. Preparation of State and Federal grant applications and administrations of those grants
8. National Transit Database (NTD) reporting to FTA, as required
9. Contract administration
10. Ownership of certain capital assets, including all rolling stock
11. Fuel and maintenance for transit vehicles under the terms of this solicitation
12. Final annual budget determination for the provision of service
13. Long range planning for the transit service
14. Compliance with all applicable federal, state and local regulations

### **PROPOSAL FORMAT**

The proposal must include a Disclosure Statement of any potential conflicts of interest that the firm may have due to other clients, contracts, or interest associated with this RFP.

Offerors are advised that all information disclosed as part of this RFP process is considered part of the public domain by the laws of the State of Florida and is subject to inspection by the public ten days after opening of the RFP's or until a short **list** is recommended whichever comes first pursuant to the terms of Chapter 119 and 287 of the Florida Statutes unless an exception applies. All proposals submitted in response to this RFP become the property of Okaloosa County Board of County Commissioners. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any proposal, in its best interest.

Proposals must contain complete, detailed responses to the requests for information contained in this document and any subsequent addenda issued regarding this RFP.

1. Proposals must conform to the following structure, and must incorporate information regarding subcontractors where applicable. **PLEASE CONSIDER THE POINT VALUE under CRITERIA FOR SELECTION IN THE PROPOSAL SUBMISSION FOR THESE AREAS.**
2. **Letter of Transmittal:** Include a cover letter with the following information: name, address, telephone, fax number, and email address of the individual(s) with authority to negotiate and contractually bind a contract. The Offeror must provide an organizational chart with the proposal.
3. **Approach and Budget:** Provide a detailed description of how the requested services will be provided. Include a timeline for start up and a transition plan that includes all activities necessary for the smooth operation of the fixed route and paratransit services. The budget shall be based on the services and routes currently provided in Okaloosa County, and must include a level of detail sufficient for reviewers to determine whether the proposed budget is realistic. 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). Offerors should carefully review the Contractor's Responsibilities as well as the details enumerated, below, in developing the budget. Any specific approach or methodology should be identified and clearly defined.
4. **Personnel:** Offerors are to include a list of the positions necessary to perform under the Scope of Work , and shall identify staff to be assigned to the County's projects; describe individuals' experience and expertise in providing similar services with other governmental entities in the last five (5) years. The list is to show the name of the position, the quantity of personnel required by position to perform the work, whether the position is a full-time or part-time position, and the salary for the various positions. Detailed resumes of the proposed General Manager and Operations Manager must be submitted (*Note: titles used in this RFP are illustrative and provided to help describe the intended function and role in proposer's organization. Alternative, equivalent titles are acceptable provided the position's role and functions are clearly described in the proposal*). The General Manager and Operations Manager candidates must be available for interview in Okaloosa County upon request, and the proposal should include a statement guaranteeing the availability of the proposed General and Operations manager to the Okaloosa County public transit system. Strong organizational skills to carry out the requested service and skills in marketing and public promotion/outreach will also be critical to the success of the Okaloosa County system. The resumes shall at a minimum include the following:
  - a. Previous work history
  - b. Previous training
  - c. Education
  - d. Industry involvement



*The proposal shall include statements from the General 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 proposed Operations Manager at other systems.*

**General Manager (see resume requirement, above)**

The General Manager shall be the person in charge of all management and day-to-day operations of the Contractor. The General Manager shall demonstrate, by decision and action, competency in all aspects of the County's transportation service. The General Manager shall maintain consistent and sufficient contact and communications with the County. The General Manager shall spend 100% of their time assigned to this County project. The Contractor shall not, without prior written notice to the County, remove or reassign the General Manager after execution of the Contract.

By submitting a proposal, the Contractor acknowledges that the contract shall require that the Contractor notify the County in writing at least one week in advance whenever the General Manager is scheduled for vacation or training. When the General Manager is out of the office he/she must provide the County with the name of the individual(s) who will assume responsibilities for the day to day operations during the General Manager's absence. Under no circumstances should the General Manager and Operations Manager be scheduled to be out of the office on vacation or leave at the same time.

The General Manager shall be available for scheduled meetings with the County to discuss operational, safety, performance and other issues relative to the operation of the program.

At all times, the General Manager or a supervisor designated to act for the General Manager shall be available by telephone or in person to make decisions regarding day-to-day operations and shall be authorized to act on behalf of the Contractor regarding all matters pertaining to the transportation services provided under this Contract.

If the respondent has not selected a proposed project manager as of the time of initial proposal submission, resumes of likely candidates shall be submitted. The County may give higher evaluation ratings to respondents proposing a specific named project manager for this work over those submitting several candidates.

**Operations Manager (see resume requirement, above)**

The Operations Manager will report directly to the General Manager and will be responsible for both Fixed Route and Paratransit operations. The Operations Manager will oversee the Safety and Training Manager, drivers and dispatchers. They are expected to understand the duties and requirements of each position. The Operation Managers will attend meetings with the County in the absence of the General Manager. A resume of the proposed Operations Manager shall be submitted with the proposal.

**Road Supervisors**

The proposal shall specify the number of Road Supervisors the Contractor intends to utilize to cover the County's services at all times that there are vehicles operating. Road Supervisors need to be strategically located on the north side and south side of Eglin Air Force Reservation to respond to issues in a timely manner.

The proposal must provide a detailed summary of the duties that will be assigned to the Road

Supervisors, the qualifications of the personnel to be employed as Road Supervisors, and their relationship to the General Manager, Operations Manager, and Safety and Training Manager.

### **Safety and Training Manager**

The proposal shall identify the qualifications and specify the duties of the Safety and Training Manager. Proposals must at a minimum address training drivers, reviewing accident/incident reports, conducting safety reviews and any compliance reporting required by the FTA or the contract. The Safety and Training Manager must also understand traffic safety and the applicable provisions of the Americans with Disabilities Act (ADA).

### **Other Staff**

All proposals submitted in response to this RFP **must** identify the position and number of employees anticipated to be assigned to the following functions:

### **Reservations**

The Contractor shall employ an adequate number of reservationists to ensure that the Telephone Service Performance standards are met.

### **Dispatching**

Proposal must demonstrate that the Contractor will employ an adequate number of personnel to ensure that communication dispatchers are on duty during all hours that vehicles are in service for fixed route and paratransit services. Proposals shall provide a plan describing staffing levels, initial and on-going dispatcher training, and an on-going evaluation process. The Contractor shall have a Dispatcher on duty during all revenue service hours.

Proposals should address the following relative to dispatch staff:

- a. Coordination and communications with the drivers
- b. Communication with the county fleet division for maintenance and road call related issues
- c. Procedures to ensure that actions on potential late trips are “proactive” rather than reactive
- d. Ensuring that drivers follow vehicle wait time and no-show policies
- e. Notification of customers know if a vehicle has arrived or will arrive early
- f. Basic customer service skills
- g. Record (logbook) keeping techniques

### **Bookkeeping and Accounting**

The use of state, federal, and other public funds requires compliance with numerous regulations that govern procurement, auditing, and other financial matters. Proposals must include a statement of firm’s experience with bookkeeping in general, and must detail any experience with state and/or federal grants. Proposals must include the qualifications of staff assigned to bookkeeping functions.

### **Drivers – Fixed Route & Paratransit**

The proposal must demonstrate that the Contractor shall provide an adequate pool of drivers to ensure that all scheduled runs are covered and pull-out on-time. The Contractor shall be entirely responsible for the employment and supervision of all the drivers necessary to operate the fixed route and paratransit systems. press services, the proposal should address driver recruitment,

qualifications/certifications, screening, selection, training, supervision, employee relations, evaluation, discipline, retraining, and termination.

### **Driver Requirements**

By submitting a proposal in response to the RFP of which this Scope of Service is a part, the Contractor acknowledges that the Contract will require adherence to all federal and state standards which govern its drivers. By submitting a proposal Contractor further acknowledges that all driver hiring, pre-qualifications, testing, and training shall be in accordance with 14-90, FAC, and other applicable state and federal requirements, in addition to the requirements specified in this section. All drivers must maintain a bi-annual FDOT physical examination and have pre-employment, post-accident/incident, for cause, and random drug and alcohol testing, by a County approved testing facility; the statistical results of which shall be reported to the County. Before hiring or assigning a driver to service the Contractor shall conduct or have conducted a Level II background check based on the driver's social security number. No driver shall be hired or assigned to the Agreement if a violation of Section 435.04, Florida Statutes, would occur. Proof of satisfactory completion of a physical examination and drug test of each driver shall be maintained in a driver file, along with other information as may be required by the County, at the Contractor's operating facility. Contractor agrees to maintain a file on each driver that includes copies of their annual motor vehicle records check, record of complaints, commendations and accident/incident reports, and documentation of training completed. In compliance with the Florida Department of Transportation, Contractor agrees to maintain a separate confidential physical and drug screen file.

- a. Drivers shall be expected to assist disabled, elderly, and other special need passengers in boarding/exiting the bus as necessary.
- b. Drivers shall not discuss aspects of the operations and vehicle maintenance with passengers which may be construed to be undermining the system operation.
- c. Drivers may not operate routes or services in active revenue service without documentation reflecting adequate training and demonstrated knowledge.
- d. Drivers must be properly licensed in the State of Florida to provide this type of service.
- e. Possess a safe driving record.
- f. Have received no more than two (2) moving violations within the last three (3) years prior to application for this program.
- g. Have received no more than one (1) moving violation within the last twelve (12) months.
- h. Have three (3) full subsequent years with no violations, if license has ever been revoked.
- i. All drivers must complete Contractor's formal training program and be licensed with a valid Florida Class B Operator's License with proper endorsements prior to entering revenue service.

### **Case Worker**

The Contractor shall include *an option* in their proposal for a case worker. The Case Worker will work with potential clients in helping them to complete the application process. The Case Worker will take the information over the phone to qualify potential clients for services. The Case worker will teach the client how to use the system, make their reservations, etc.

## **5. Training of Employees**

The Contractor shall consider the safety of customers, employees and the public as being of paramount importance in all aspects of service management and operations. Specific efforts to ensure

safety shall include employee hiring, training and retraining to proficiency, effective safety programs, and effective service monitoring

The Contractor shall adopt the County Standardized System Safety Program Plan (“**SSPP**”) and System Security Plan (“**SSP**”) which meets the requirements of Chapter 14-90, FAC; prior to beginning work under the Contract. The SSPP includes management, vehicles and equipment operational standards

The Contractor shall maintain written operating policies and procedures for each functional area of operation, and shall use these policies and procedures in training and day-to-day operations. The policies and procedures shall be designed to comply with federal, state and local laws and regulations, the requirements of the County, and shall cover any other aspect of service operation deemed necessary by the Contractor for safe operations.

The Contractor **must** include the following items in the proposal submitted in response to this RFP:

- a. 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.
- b. The formal procedure used by drivers, road supervisors, and general manager (and any other personnel involved) in handling routine incidents and accidents.
- c. A summary of its emergency response plan for Hazardous Materials for both the operational facility site and on-street incidents.
- d. 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.
- e. A list of all modules of training for all positions and time allotted for each module, qualifications of trainers, and certifications for successful completion of training, including ongoing training which will be used.
- f. A copy of its drug 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.
- g. A description of all training that will be provided to each customer service and administrative personnel throughout the contract term.
- h. Documentation of their 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.
- i. 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.
- j. A formal training and retraining program, both classroom and behind the wheel, for all drivers in accordance with Federal and State laws, 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. Contractor 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 description 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 Contractor's instructors are local and familiar with the geographic area of County and routes proposed.

- k. 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.
- l. A copy of the Contractor's Safety Record for the past three (3) years. The Contractor's safety record shall be evaluated based on the overall company safety record in public transportation fixed route and paratransit services. **Please provide the accident/incident rates in accidents/incidents per 100,000 miles.**

**Note: In the contract entered pursuant to this RFP, the County will reserve the right to reject or recommend changes to proposed training plans.**

## **6. Reports and Record Keeping**

The Proposal shall include a narrative describing the Contractor's accounting and reporting policies and procedures, including a description of any hardware or software used for these functions. Proposals submitted must include a statement wherein the Contractor acknowledges that the following reports and responsibilities shall be required as part of the contract entered pursuant to this RFP:

### **Daily Records**

The contract entered pursuant to this RFP shall require that the Contractor maintain and be able to produce on request daily records of following:

- a. Missed trips
- b. On-time performance or load issues
- c. Revenue miles and hours, deadhead miles and hours
- d. Road calls and reason
- e. Bus swaps and reason
- f. Coordination issues with contracted
- g. Daily transaction reports for compilation into monthly report summaries for fares, pass sales, customer contacts including walk-in, telephone, internet and fax.

### **Monthly Reports**

The Monthly Operating Report shall be submitted which will include, at a minimum, the following data:

#### ***Paratransit***

- a. Total one-way eligible customer trips requested
- b. Total capacity denials

- c. Total eligibility denials
- d. Total trips refused
- e. Total trips scheduled
- f. Total trips scheduled more than 60 minutes from requested time
- g. Total advance cancellations
- h. Total late cancellations
- i. Total no-shows
- j. Total missed trips
- k. Total trips provided to eligible customers
- l. Total PCAs transported
- m. Total companions/escorts transported
- n. Total customers (eligible customers, PCAs, companions)
- o. Total eligible customer will-call trips
- p. Total vehicle hours (pull-out to pull-in)
- q. Total vehicle-revenue-hours (first pick-up to last drop-off less scheduled breaks)
- r. Total deadhead vehicle-hours
- s. Total vehicle miles (pull-out to pull-in)
- t. Total revenue hours (first pick-up to last drop-off less scheduled breaks)
- u. Total deadhead vehicle miles
- v. Number and percent of on-time one way trips
- w. Total unmet trip requests by type, and the reason the trip was denied
- x. Total fixed route ridership
- y. Ridership by route.

***Fixed route***

- a. The scheduled and actual hours for each fixed route.
- b. A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances for fixed route.
- c. Contractor Fixed Route Performance report which reports and ranks each route monthly based on the following:
  - i. Subsidy per passenger trip
  - ii. Passengers per revenue hour
  - iii. Passengers per revenue mile
  - iv. Vehicle miles
  - v. Percent farebox return (percent of operating cost recovered through farebox)
  - vi. Scheduled and actual Revenue Miles.
  - vii. Scheduled and actual Revenue Hours.

- viii. Changes to staffing.
- ix. A historical record describing route changes including, but not limited to:
  - 1. Addition of Route(s)
  - 2. Elimination of Route(s)
  - 3. Combination of Routes
  - 4. Addition of Evening Service
  - 5. Addition of Weekend Service
  - 6. Other Route Scheduling Changes
  - 7. Running Time Adjustments
  - 8. Fuel consumption per mode
  - 9. Any other information the County reasonably requests.

The Monthly Operating Report shall also contain a daily summary of telephone performance. Performance for each separate call group (reservations, dispatch, general information) shall be provided. The Report shall include:

- a. The number of calls received;
- b. The number of calls answered;
- c. The number of abandoned calls;
- d. The average hold time for all calls by hour for each day;
- e. The maximum hold time for all calls by hour for each day;
- f. The average and maximum hold times for abandoned calls;
- g. The average talk time;
- h. The number of agents on duty by hour of each day.

The Contractor shall compile and present, *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).

The Contractor shall provide the County a written performance report reflecting the operations of the prior month (collectively referred to as "Performance Measures"). Each monthly report will include the following items:

- a. Training by type and hour for all staff that received training
- b. Numbers and brief description of committee, community outreach, and other meetings, but nit including general staff meetings
- c. The following additional reports shall be submitted to the County on a monthly basis:
- d. A Profit and Loss statement detailing all revenues and expenditures from the prior month
- e. A balance sheet
- f. Accident/Incident report(s)

## **Quarterly Reports**

- a. Safety Manager Ride Check Reports
- b. DBE procurements report
- c. Drug and alcohol program report

## **Annual Reports**

- a. Drug and alcohol MIS report
- b. NTD Report (see below)
- c. AOR Report

## **Tri-annual Reports**

- a. Conduct Tri-annual passenger surveys
- b. Assist in data collection and preparation for FTSA Triennial Review

## **National Transit Database (NTD) Reporting**

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.
3. Deadheading:
  - a. 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.
  - b. Vehicles traveling back to a dispatching location are considered deadheading. Do not report this travel as NTD revenue service miles and hours.
  - c. 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.



- d. If vehicle storage and maintenance locations are different from the dispatching locations, travel between any of these locations is considered deadheading.
4. 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.
  5. 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.
- b. 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.

## **7. Invoices**

Invoices for services provided shall be submitted no later than the 10<sup>th</sup> day of each month following the month of the invoicing period (e.g., the invoice for June monthly service shall be due no later than July 10).

## **8. Marketing, Advertising, and Public Outreach**

- a. Proposals must include a marketing program that will run with the term of the contract entered pursuant to this RFP. The purpose of the marketing plan is to maintain the ridership base and attract new riders to public transit service, in particular the fixed route system. The marketing program must include an advertising campaign designed to increase public awareness of – and attract riders to - the service. Other marketing and public outreach activities may include booths at school functions, radio and television appearances, expositions and community events, and employer visits. By submitting a proposal in response to this RFP, Contractor acknowledges that the County shall require, as part of the contract, sixty (60) hours of free service associated with the marketing/public outreach function each year, and a clause providing for additional service that shall be billed an hourly rate that is agreed upon between the Contractor and County and established in the contract.

## **9. Advertising sales**

It is the County's intention that revenue to support transit operations shall be generated through the sale of advertising space on and in the vehicles, and that the advertising program be administered by the contracted transit provider. Therefore, proposals must include a description of the advertising sales program that the contractor will implement upon award of the contract. This must include a description of the types of advertising that will be sought, portion/areas of

the vehicles on which advertising will be allowed, how the Contractor will solicit sales, proposed price structure, and other details essential to an advertising sales program.

## **10. Transit Management Experience**

Required for this section are the following documents:

- a. A current list and document summarizing the past performance of public and/or private transit systems managed. Of particular importance to Okaloosa County is the experience of the firm in managing systems comparable to the Okaloosa County transit system in size and demographics.
- b. A list indicating the number of vehicles, revenue miles, revenue hours, annual passenger trips, and number of personnel by type of position employed at each system.
- c. A complete list of all management or operations contracts not renewed during the last five years complete with the reason for non-renewal. Describe all legal actions by bidding firm against or by client or prospective client in the last five years. Describe all investigations against the bidding firm in the last five years.

## **11. References**

Provide a list of references for your firm and the staff identified above for similar services within the last five (5) years. Include the name of the reference and their contact information (mailing address, phone number, email address, etc.)

## **12. Organization and Capacity**

Describe your firm's capability to perform services. Include information concerning recent, current, and projected workloads of the firm for the next 24 to 36 months. Provide a history and accomplishments of its operations in providing mass transit services of a similar nature as the services in this RFP; number of years in business; home office location; financial structure of the company (Privately-held corporation, subsidiary, partnership, Nonprofit, etc.); and any other information the firm wishes to be considered in the evaluation of its ability to render services to the County. Provide copies of current licenses and/or certifications.

### 13. Cost/ Budget

Attach a cost breakdown form by account line item (see sample table below) that depicts the first year's **annual** cost to operate the entire system in accordance with the Scope of Services contained herein.

- a. Please note that the operating budget must coincide with the County's fiscal year (October 1 — September 30) and approved annually during the budget process of the County as will be further discussed in the contract resulting from this RFP. Actual costs are subject to contract negotiation.

<b>Sample Annual Cost Breakdown Table</b>		
<b>Budget Line Items:</b>	<b>Fixed Route</b>	<b>Paratransit</b>
Salaries Including Taxes and Fringe Benefits	\$	\$
Insurance — General (Property, General Liability)	\$	\$
Insurance — Vehicle	\$	\$
Advertising, Marketing, Public Outreach, and Promotional Activities	\$	\$
Communications (Telephone & Internet)	\$	\$
Office Supplies	\$	\$
Operating Supplies	\$	\$
Postage	\$	\$
Printing	\$	\$
Safety and Security (Includes Training & Site Security)	\$	\$
Subcontractors	\$	\$
Subscriptions	\$	\$
Utilities	\$	\$
Rentals/Leases of Buildings	\$	\$
Fees & Costs (Drug & Alcohol Testing, Other (identify))	\$	\$
Other - Please specify	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

#### **14. Risk Management and Safety/Security Processes and Techniques**

The County adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for “safety-sensitive” employees. Pursuant to these regulations, County requires that Contractors who “stand in the shoes” of County are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees.

Contractor is required to comply fully with all Department of Transportation (“DOT”) and Federal Transit Administration (“FTA”) regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subcontractors performing safety-sensitive functions. The Contractor’s policy, testing program and training must comply with these regulations: 49 CFR Part 655, (“*Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations*”) and 49 CFR Part 40, (“*Procedures for Transportation Workplace Drug and Alcohol Testing Procedures*”).

Contractor will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for County to undergo pre-employment drug testing and make drug test result inquiries of prior DOT-regulated employers. Safety sensitive employees shall also be subject to post-accident/incident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

The Contractor must notify County’s Transit Coordinator and Grants Manager immediately of any violation of the regulations or failure to test. Any employee of the Contractor found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

Contractor must fully cooperate with County in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that County requires of Contractor. Contractor further agrees to annually certify its compliance with Part 655 by December 1<sup>st</sup> of each year of the contract and to submit the Management Information Systems (“MIS”) reports before March 1st (for the prior calendar year) to County.

Contractor agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of Contractor’s substance abuse policy; and (3) the name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by County, may result in the Agreement being terminated for default.

The Contractor shall certify annually its compliance with Part 655 before February 1st of each year. To certify compliance the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register. In addition to the annual compliance report, the Contractor agrees to provide the County with a copy of its policy; employee and supervisor training documentation; name and location of the collection site, laboratory, MRO, BAT, STT and SAP; a description of its random selection process; and quarterly management reports summarizing test results. Contractor shall have a written Drug-Free Workplace Policy that meets Federal Transit Administration requirements for Drug/Alcohol testing of all safety sensitive employees to include pre-employment, random, post-accident/incident, and probable cause, return to duty, and follow-up testing.

All employees in safety sensitive positions shall be randomly tested using Contractor's internal program as approved by FTA.

**15. MBE/WBE/DBE:** Provide current copy of certificate of MBE/WBE/DBE.

**16. TERM OF CONTRACT: October 1, 2015 through September 30, 2020**

**17. RENEWAL OPTION:** Upon mutual agreement of both parties, this contract may be extended for one 12-month renewal term up to a cumulative total of seventy-two (72) months. Okaloosa County reserves the right to terminate this contract upon sixty (60) days written notice via certified mail return-receipt.

## **18. CRITERIA FOR SELECTION**

All proposals will be reviewed and evaluated by a Qualification and Selection Committee (QSC). This committee will rank the proposals based upon the criteria below and recommend the highest ranked proposal that most closely meets the requirements of the RFP. If a contract cannot be negotiated with the highest ranked Offeror, negotiations will be terminated and the County will initiate negotiations with the second highest ranked Offeror and so on until a satisfactorily negotiated contract is obtained.

Interviews and/or presentations, if required or as needed, will be conducted with any Offeror.

### **Written Evaluation Criteria:**

- a. **Staff Experience: (Point Value = 15)** Describe experience and expertise of individuals that will be providing services to the 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.
- b. **Training (Point Value = 10)** Provide a detailed description of all training that will be provided to drivers, receptionists, and other staff to ensure safe operations, quality customer service, and accountability.
- c. **Approach: (Point Value = 20):** Provide a detailed description of how the requested services will be provided, including organizational structure and technology that will be used to provide service. Any specific approach or methodology should be identified and clearly defined.
- d. **Marketing/ Advertising/ Public Outreach (Point Value = 10 )** Provide a detailed discussion of the types of marketing and advertising strategies that will be used to maintain and grow ridership, generate revenue, and generally increase public awareness, use, and support of public transportation.
- e. **Similar Services (Point Value = 10):** Provide a detailed listing of all services awarded to your firm during the last five (5) years that includes the name of the entity (City, County, etc.); amount of contract; work description; administration responsibilities; completion period; and whether the service was performed within budget.
- f. **Cost/Budget (Point Value = 20):** 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.

- g. **Management/Organization (Point Value = 5):** Provide a detailed profile of your firm that includes a history and accomplishments of its operations in providing transit services of a similar nature as the services in this **RFP**; 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.
- h. **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.
- i. **MBE/WBE/DBE (Point Value = 5):** Indicate whether your firm is a minority company. Provide a copy of current certification.
- j. **Total Eligible Score for Written Proposal Evaluation = 100 points.**

# **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 09/22/14

## **BONDING REQUIREMENTS**

**Performance Bond required.** Amount of performance bond will be for 1 month's value of the total contract. Approximate value of the contract is \$3 million dollars per year.

## **RESPONDENT'S INSURANCE**

1. The RESPONDENT 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 Management 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 names in and its 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 of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County of Okaloosa 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 of Okaloosa and the RESPONDENT.
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 RESPONDENT.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the RESPONDENT, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the RESPONDENT to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of RESPONDENT 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 policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

#### **WORKERS' COMPENSATION INSURANCE**

1. The RESPONDENT 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 of Okaloosa, the RESPONDENT 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 the County of Okaloosa not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the RESPONDENT 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 RESPONDENT 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 RESPONDENT shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-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 RESPONDENT shall notify the County representative in writing. The RESPONDENT 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.
4. Commercial General Liability coverage shall be endorsed to include the following:
  - 1.) Premises – Operation Liability
  - 2.) Occurrence Bodily Injury and Property Damage Liability
  - 3.) Independent Respondent's Liability
  - 4.) Completed Operations and Products Liability
5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.



## 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:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000
4. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

## NOTICE OF CLAIMS OR LITIGATION

The RESPONDENT 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 RESPONDENT'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 RESPONDENT becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, RESPONDENT shall indemnify and hold harmless 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 RESPONDENT and other persons employed or utilized by the RESPONDENT in the performance of this contract.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal 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, 602-C North Pearl Street, 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 RESPONDENT's full responsibility. In particular, the RESPONDENT 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 RESPONDENT 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 RESPONDENT 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 RESPONDENT of any responsibility under this contract.

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

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

## **UMBRELLA INSURANCE**

The RESPONDENT 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.

## **FEDERAL TRANSIT ADMINISTRATION (FTA) SPECIAL CONDITIONS**

### **ENERGY CONSERVATION REQUIREMENTS - 42 U.S.C. 6321 et seq., 49 CFR Part 18**

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **FEDERAL CHANGES - 49 CFR Part 18**

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

### **RECYCLED PRODUCTS - 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873**

Recovered Materials - 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, NO OBLIGATION BY THE FEDERAL GOVERNMENT.**

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

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

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS - 31 U.S.C. 3801 et seq., 49 CFR Part 31 18 U.S.C. 1001, 49 U.S.C. 5307**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

**TERMINATION - 49 U.S.C.Part 18, FTA Circular 4220.1E**

- a. **Termination for Convenience (General Provision)** Okaloosa County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Okaloosa County to be paid the Contractor. If the Contractor has any property in its possession belonging to the Okaloosa County, the Contractor will account for the same, and dispose of it in the manner the Okaloosa County directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Okaloosa County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

- c. **Opportunity to Cure (General Provision)** Okaloosa County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Okaloosa County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Okaloosa County setting forth the nature of said breach or default, Okaloosa County 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 Okaloosa County 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 Okaloosa County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Okaloosa County shall not limit Okaloosa County 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)** Okaloosa County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Okaloosa County 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 the 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, Okaloosa County may terminate this

contract for default. Okaloosa County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will 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 the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Okaloosa County.

- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery 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, Okaloosa County may terminate this contract for default. Okaloosa County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will 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 the Contractor has possession of Okaloosa County goods, the Contractor shall, upon direction of the Okaloosa County, protect and preserve the goods until surrendered to the Okaloosa County or its agent. The Contractor and Okaloosa County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

- h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract Okaloosa County may terminate this contract for default. Okaloosa County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Okaloosa County 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. The Contractor and its sureties shall be liable for any damage to the Okaloosa County resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Okaloosa County in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Okaloosa County, acts of another Contractor in the performance of a contract with the Okaloosa County, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies Okaloosa County in writing of the causes of delay. If in the judgment of the Okaloosa County, the delay is excusable, the time for completing the work shall be extended. The judgment of Okaloosa County shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Okaloosa County.

- i. **Termination for Convenience or Default (Architect and Engineering)** Okaloosa County may terminate this contract in whole or in part, for the Okaloosa County's convenience or because of the failure of the Contractor to fulfill the contract obligations. Okaloosa County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of Okaloosa County, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, Okaloosa County may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by Okaloosa County.

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

- j. **Termination for Convenience or Default (Cost-Type Contracts)** Okaloosa County may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of Okaloosa County or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Okaloosa County or property supplied to the Contractor by Okaloosa County. If the termination is for default, Okaloosa County may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Okaloosa County and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Okaloosa County, the 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, Okaloosa County determines that the 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 the contractor, Okaloosa County, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) - 49 CFR Part 29, Executive Order 12549**  
**Suspension and Debarment**

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

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

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Okaloosa County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Okaloosa County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **PRIVACY ACT - 5 U.S.C. 552**

Contracts Involving Federal Privacy Act Requirements - 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 - 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.**

**Civil Rights - The following requirements apply to the underlying contract:**

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
  - A. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246,

"Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- B. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) - 49 CFR Part 26**

### **Disadvantaged Business Enterprises**

- 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%. Okaloosa County's overall goal for DBE participation is a 1% race neutral goal. A separate contract goal has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted 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 Okaloosa County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).



The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- c. 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 Okaloosa County. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.]
- d. The contractor must promptly notify Okaloosa County 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 Okaloosa County.

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS - FTA Circular 4220.1E**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E 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 Okaloosa County requests which would cause Okaloosa County to be in violation of the FTA terms and conditions.

#### **DRUG AND ALCOHOL TESTING - 49 U.S.C. §5331, 49 CFR Parts 653 and 654**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Florida, or Okaloosa County to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before October 15<sup>th</sup> and to submit the Management Information System (MIS) reports before March 1<sup>st</sup> to the Transit Coordinator/Grants Manager at 600 Transit Way, Fort Walton Beach, FL 32547. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

#### **DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS -**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Okaloosa County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract Okaloosa County may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Okaloosa County for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
2. (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview

employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) *Apprentices* - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees* - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In

addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity* - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible

therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages** - Okaloosa County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **FEDERAL TRANSIT ADMINISTRATION ADDITIONAL SPECIAL CONDITIONS** **FOR PROCUREMENT OVER \$100,000**

### **CLEAN WATER REQUIREMENTS - 33 U.S.C. 1251**

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **CLEAN AIR - 42 U.S.C. 7401 *et seq.*, 40 CFR 15.6, 49 CFR Part 18**

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **BREACHES AND DISPUTE RESOLUTION - 49 CFR Part 18, FTA CIRCULAR 4220.1E**

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of **Okaloosa County's County Administrator**. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision. Performance During Dispute - Unless otherwise directed by Okaloosa County, the 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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Okaloosa County and the 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 State in which Okaloosa County is located.

Rights and Remedies - The 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 Okaloosa County, (Architect) 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.



# **GENERAL SERVICES SPECIAL PROPOSAL CONDITIONS**

1. **PROJECT DESCRIPTION** – The Contractor will assist County by managing and operating the services required under each of these programs.

2. **PROPOSAL ACTIVITY -**

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

Okaloosa County Purchasing Department  
602 C North Pearl Street  
Crestview, FL 32536  
Email: [sestes@co.okaloosa.fl.us](mailto:sestes@co.okaloosa.fl.us)  
(850)689-5960

All questions or inquiries must be received no later than seven (7) calendar days prior to the proposal closing date. Any addenda or other modification to the proposal documents will be issued by the County five (5) days prior to the date and time of proposal closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Proposal System (Florida Purchasing Group). To access the Florida Online Proposal System go to: [www.floridabidsystem.com](http://www.floridabidsystem.com).

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.

3. **PREPARATION OF PROPOSAL** – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit an original and two (2) copies of the proposal form.

All blanks on the proposal form 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 figures, the written amount shall govern. Any proposal may be rejected 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.

A proposal by 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. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

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

A proposal 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 Florida in accordance with Article 3. Respondent shall state contractor license # for the State of Florida shall also be shown on the proposal form. Contractor shall be licensed in accordance with the requirements of Chapter 489 of the Florida Statutes.

4. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal Sheet 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 Sheet if sufficient space is not available on the original form for the respondent to enter a complete response. 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 wishes to propose must be clearly stated in the respondent's proposal response and presented in the form of an addendum to the original proposal documents.
5. **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.

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

6. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be notified 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 will 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.

7. **PROPOSAL OPENING INFORMATION** – Proposals will be opened at the time and place indicated in the advertisement or invitation to proposal and unless obviously non-responsive, read aloud publicly. It is the respondent’s responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are **NOT** acceptable.

**Note: Crestview, Florida is “not a next day guaranteed delivery location” by delivery services.**

8. **PROPOSAL TABULATION SHEET** – Any respondent interested in receiving a copy of the proposal tabulation sheet **must** enclose a stamped self-addressed envelope with their proposal.
9. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for sixty (60) 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.
10. **IDENTICAL TIE PROPOSALS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

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

11. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and will normally reject those proposals which make it impossible to determine the true amount of the proposal.
12. **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.
13. **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.
14. **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 contract specifications.

15. **APPLICABLE LAWS & REGULATIONS** – The respondent’s attention is directed to the fact that 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.

16. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- 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 the Federal Government on its barred/suspended vendor list.

17. **AWARD OF CONTRACT** -

- A. **Okaloosa County Review** - All respondents should be advised that Okaloosa County designated Staff will review all proposals and will participate in the Recommendation to Award.
- B. 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.
- C. 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.
- D. Okaloosa County specifically reserves the right to reject any conditional proposals and will normally reject those which made 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.

18. **WARRANTY** – (The warranty will be in the name of Okaloosa County) Warranty work specified herein is for a minimum of two (2) years from delivery against defects in materials and in labor and workmanship. State the manufacturer’s warranty with your proposal.
19. **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. The prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
20. **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.
21. **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.
22. **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.**

23. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents are encouraged to supply with their proposal any information available regarding recycled material content in the products proposal. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

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

24. **LOCAL PREFERENCE** - Okaloosa County reserves the right to grant a preference to in-county respondents only when proposals are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by

the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference offers. Any respondent failing to indicate such preference will be removed from the County proposal list and any and all proposals from that firm will be rejected.

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

25. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.
26. **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.
27. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Invitation to Proposal agree that such response also constitutes a proposal to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this proposal, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these proposals and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

This agreement in no way restricts or interferes with the right of any governmental agency to proposal any or all items.

28. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

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

29. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) (Inspection and copying of public records) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the proposals, proposals, or final replies, whichever is earlier.
30. **COMPLIANCE WITH FLORIDA STATUTE 119.071** - The RESPONDENT shall comply with all the provisions of section 119.071, 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.

- 31. 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.

- 32. SUSPENSION OR TERMINATION BY OWNER FOR CONVENIENCE** - Owner 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 Owner may determine, or to terminate all or a portion of the Contract for Owner’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 Owner orders a suspension, the Contract price and Contract time shall 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 another cause for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 33. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent or respondent after award of proposal, 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 year, at the option of County officials.
- 34. AUDIT** - If required, respondent shall permit an authorized, independent audit agency 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 the expiration of contract.
- 35. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will 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.
- 36. 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.

**37. 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.

**38. 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. No Contact Clause Form
- E. Indemnification and Hold Harmless
- F. Company Data
- G. Addendum Acknowledgement
- H. Lobbyist Form
- I. Proposal Sheet



# **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 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/proposers, 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, Proposer 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 Security's 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.: \_\_\_\_\_

## **NO CONTACT CLAUSE**

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents/proposers and members of the Board of County Commissioners the County Administrator 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 proposals are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager decision whether to consider this information in the decision process.

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

All proposers 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 \_\_\_\_\_, 2014 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

## INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless 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 CONTRACTOR and other persons employed or utilized by the CONTRACTOR 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**

Physical Address & Phone #: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proposer's Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person (Typed-Printed): \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell #: \_\_\_\_\_

Federal ID or SS #: \_\_\_\_\_

Proposer's License #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Emergency #'s After Hours,  
Weekends & Holidays: \_\_\_\_\_

# **ADDENDUM ACKNOWLEDGEMENT**

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<b><u>ADDENDUM NO.</u></b>	<b><u>DATE</u></b>
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NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

**LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

APPENDIX A, 49 CFR PART 20--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 for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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



# PROPOSAL SHEET

## REQUEST FOR PROPOSALS FOR TRANSIT SERVICES RFP TDD 16-15

COMPANY NAME				
	<b>Qualifications</b>			
<b>Staff Experience</b> (0- 15)				
<b>Training</b> (0- 10)				
<b>Approach</b> (0- 20)				
<b>Marketing/ Advertising/ Public Outreach</b> (0- 10 )				
<b>Similar Services</b> (0- 10)				
<b>Cost/Budget</b> (0- 20)				
<b>Management/Organization</b> (0- 5)				
<b>References</b> (0- 5)				
<b>MBE/WBE/DBE</b> (0- 5)				
<b>Total (100 point scale)</b>				