



BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION

**BAYWAY ADMINISTRATION AND MEETING FACILITY
1010 CONE AVENUE
PANAMA CITY, FLORIDA 32401**

REQUEST FOR PROPOSALS (RFP)

**MANAGEMENT and OPERATION OF A
DEVIATED FIXED ROUTE PUBLIC TRANSIT SYSTEM,
BAYWAY**

RFP No. 23-01

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I. Introduction

Bayway is the deviated fixed-route public transit service in Bay County and operates seven routes within and between Panama City, Panama City Beach, Lynn Haven, Callaway, Parker and Springfield. The actual Bayway service area (calculated as the total area up to a distance of $\frac{3}{4}$ of a mile from any Bayway bus line) is 58 square miles during peak service. Bayway is currently operated by Transdev (formerly First Transit) under contract to the Bay County Transportation Planning Organization (TPO). In addition, the Community Transportation Coordinator (CTC) and its contracted operator provide paratransit services throughout the entire 758.6 square mile area of Bay County. The CTC is currently designated as the Bay County Board of County Commissioners and the contact person is:

Lamar Hobbs, Transit Program Administrator
(lhobbs@baycountyfl.gov)
1010 Cone Avenue
Panama City, Florida 32401 Phone: 850-248-8161

Bayway's routes operate Monday through Sunday with weekday headways of 60 minutes and weekend headways of 120 minutes. Bayway does not provide service on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Bayway provides a reduced service on Martin Luther King Jr. Day, President's Day, and the day after Thanksgiving Day.

Bayway maintains three transit transfer points to maximize connectivity for customers throughout the service area: at the Callaway Wal-Mart, Panama City Mall, and Gulf Coast State College/FSU.

The Bayway has 10 vehicles operating in maximum service in 2022, with 14 total vehicles available. The average age of the fleet was 6 years, which is consistent with the national average for similar revenue service vehicles. Source: United States Department of Transportation 2021 National Transportation Statistics.

Currently, the operations and maintenance facility for Bayway is located at 920 Wilson Avenue and the Administration and Meeting Facility is located at 1010 Cone Avenue. Construction of a new Bus Wash Facility to be located at the transit yard is currently in the design phase. Final construction plans are currently being prepared and the necessary permits are being obtained so that final construction documents can be completed and the construction work bid. The new Bus Wash Facility has been designed to accommodate various size vehicles up to and including full size buses.

Bayway 2022 Statistics

Service Consumption	
Annual Passenger Miles	1,845,467
Annual Unlinked Trips	303,829
Average weekday Unlinked Trips	1,098
Service Supplied	
Annual Vehicle Revenue Miles	494,953
Annual Vehicle Revenue Hours	39,737
Vehicles Operated in Max Service	11
Vehicles Available for Max Service	14
Financial Information (Operating Funds)	
Fare Revenues	\$393,686 (5%)
Local Funds	\$383,185 (5%)
State Funds	\$1,411,790 (19%)
Federal Assistance	\$4,928,981 (68%)
Other Funds	\$186,640 (3%)

Source: National Transit Data Base

II. Instructions, Conditions and Notices to Proposers

The following shall be considered an essential part of this Request for Proposals (RFP):

A. General Information

Proposals are requested by the Bay County Transportation Planning Organization, referred to as “TPO” herein, for management and operation of its public transit system (Bayway) referred to as “Bayway” herein. For purposes of this RFP, independent contractors interested in submitting proposals are referred to as “Proposer.”

Incorporated into this RFP is the scope of work required. The successful Proposer to whom an award is made will be required to enter into an agreement with the TPO to provide the services called for in the scope of work. The final agreement will incorporate changes or revisions necessitated by the RFP process and negotiations, and will be subject to review and approval of the TPO Legal Counsel and the TPO Board.

The selected Proposer will be responsible for meeting all requirements as specified in the final agreement, including, but not limited to:

- Daily operation of the transit services,
- Coordination of activities with the TPO,
- Coordination with maintenance staff,
- Coordination with the Federal Transit Administration (FTA) and FDOT transit offices,
- Producing and managing grant applications related to capital and operating funding requests and managing and reporting on grant conditions upon receipt,
- Record keeping,
- Insurance coverage,
- Oversight and management of the construction of the new maintenance and operations center, and
- Compliance with local, state, and federal laws and other legal requirements.

All proposals shall be for management and operation of the transit services provided by the TPO, as specified and in all respects, so that the proposal contemplates and ensures a complete “turnkey” approach such that nothing remains to be purchased, provided or supplied by the TPO, other than as noted within the provisions of this RFP. It is understood by each Proposer that this RFP requires, in all cases, that the Proposer will provide all elements necessary to operate the specified transit services for Bayway.

Proposers also please note: A Memorandum of Agreement between Bay County and the TPO specifies Bay County as the public entity providing the responsible Financial Conduit and Oversight for Bay County TPO transportation funds. Therefore, Proposers will not be responsible for managing funds, financial recordkeeping, accounts receivable and disbursements, and financial reporting, except as noted above related to the daily operations

B. Conflict of Interest / Ineligibility

Any proposer with a conflict of interest or on the Comptroller General's list of ineligible contractors for federally-assisted projects shall be considered non-responsive and will be rejected. All Proposers are hereby placed on formal notice that neither the TPO, nor any members of the Bay County Transportation Disadvantaged Local Coordinating Board, nor any employees from the West Florida Regional Planning Council, nor any members of the Review Committee are to be lobbied either individually or collectively concerning this project. Proposers and their agents who intend to submit a proposal for these services are hereby placed on formal notice that they are not to contact members of the TPO, nor staff members, outside of regular TPO meetings for such purposes as holding meetings of introduction, meetings related to the selection process, outside of those specifically scheduled by the TPO for negotiations, meals, or any other actions that may be interpreted as potentially influencing the results of this process. Failure to comply with this requirement shall result in an immediate disqualification of such firm by the TPO from further consideration for this proposal.

C. Compliance with Law Requirement

By submitting a proposal, Proposer certifies that it will comply with all local, state and federal laws and requirements including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations applicable to contracts utilizing state and/or federal funds. In connection with this project, the Proposer shall not discriminate on the grounds of race, color, religion, sex or national origin.

D. Americans with Disabilities Act (ADA)

The Proposer will be required to comply with the provisions of the ADA. The ADA prohibits discrimination and ensures equal opportunity and access for persons with disabilities. The ADA contains specific regulations for transportation facilities, transit services, and accessibility specifications for transportation vehicles in order to ensure non-discrimination.

E. Tentative Schedule

The anticipated schedule for selection of the Proposer as the designated manager/operator is given below. If there are changes in the dates, an addendum will be posted on the TPO's website.

June 1, 2023	Release of RFP
July 3, 2023	Deadline for Questions
August 1, 2023	Deadline for Proposal Submissions

August 21, 2023
November 1, 2023

TPO Sub-Committee reviews and scores proposals
TPO Recommendation

F. Verbal Agreement or Conversation

No prior, current, or post-award verbal conversations or agreements with any officer, agent, or employee of the TPO shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

G. Term

The contract agreement to provide the management and operation of the described transit services will have a term of five years with an option for two (2) two-year extensions for a total of nine- and one-half years. Said agreement will be effective January 1, 2024.

H. Appeals Procedure

The appeals procedure will be conducted as provided in Chapter 120.53 (5) and 120.57, Florida Statutes. Failure to file a protest within the time prescribed in Chapter 120.53(5), Florida Statutes, or to follow the procedures in Chapter 120.53(5), Florida Statutes, and Chapter 28- 110, Florida Administrative Code, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

1. Any person adversely affected by a request for proposal solicitation shall file a notice of protest in writing within seventy-two (72) hours of the issuance of the request for proposal and shall file a formal written protest within ten (10) days after filing the notice of protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.
2. At the time the selection committee makes its recommendations to the TPO, the TPO will notify each person or entity submitting a proposal, by certified United States Mail or express delivery, of its recommendation.
3. On the first business day following the TPO making the final decision for selecting the contract operator, staff will notify each person or entity submitting a proposal, by certified United States Mail or express delivery, of the TPO's selection.
4. Any person adversely affected by the intended decision to award a contract or to reject all bids shall file a notice of protest in writing within 72 hours after receipt of the notice of intended decision if notice is given by certified mail or express delivery.
5. Thereafter, any person or entity that has filed a notice of protest to the final decision of the TPO shall file a formal written protest and a bond within 10 days after filing the notice of protest. The formal written protest must be in a form substantially similar to the form set out in Rule 28-110.004(2), Florida Administrative Code and must state with particularity the facts and law upon

which the protest to the final decision is based. A bond can be in substantially the same form as set out in sec. 28-110.005(2).

6. All notices of protest and formal written protest must be filed with Mr. David Haight, 120 Richard Jackson Boulevard, Suite 250, Panama City Beach, FL 32407. Filing is completed upon delivery and receipt by the above-named person. A protest is not timely filed unless both the notice of protest and the formal protest are received within the required time limits. "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."
7. A protest is not timely filed unless both the notice of protest and the formal protest are received within the required time limits.
8. A written notice of protest, which is filed by 4:00 p.m. CST on the date on which the 72 hours expires, shall be timely.
9. In computing the time in which to file a notice of protest or formal protest, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or a holiday. When the period of time prescribed is less than seven days, intermediate Saturdays, Sundays and holidays when the Commission's offices are closed shall be excluded from the computation.

I. Required Submittal Information

Proposals must be received by the TPO at the time, date, and location stated in the "NOTICE OF REQUEST FOR PROPOSALS" And under Part II (B) of this RFP. Proposals must be delivered to:

Bayway
c/o Sandra Culbreth
1010 Cone Avenue
Panama City, Florida 32401

The TPO will not be liable or responsible for any late delivery of proposals. Proposals received after the date and time specified will not be considered and will be returned to the Proposer unopened.

Each Proposer must submit at least one (1) electronic copy (provided via CD), one (1) original signed copy, and five (5) duplicate copies of the complete proposal in sealed envelope(s) marked "Bayway Contractor/Operator"" and the name of the Proposer.

Unacceptable conditions, limitations, provisions, or failure to respond to specific instructions or information requested may result in rejection of the proposal.

If the proposal consists of a “prime” contractor and one or more subcontractors, Proposer shall identify the subcontractors in the areas of their responsibility; however, the TPO will enter into an agreement only with the prime contractor who shall be responsible for all services required by this RFP.

The Proposer must submit a signed statement certifying that the agency/firm is not on the state or federal list of ineligible or debarred contractors.

No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for ninety (90) days after the final proposal submission date.

The TPO makes no representations that any contract will be awarded to any Proposer responding to this RFP. The TPO expressly reserves the right to reject any and all proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any proposal or in the RFP procedure, and to be the sole judge of the responsiveness of any Proposer and suitability of any materials and/or services to be rendered.

Address each area discussed below, in the order and format presented. Where appropriate and/or required, provide relevant examples of reports, specifications or other support material.

1. Experience and ability to operate transit services:

- a. Provide a plan describing how the Proposer will deliver transit services to meet the needs of the citizens in Bay County. This plan shall address the needs identified in the TPO FY 2012-2021 Transit Development Plan.
- b. Describe the Proposer’s experience providing this service in other urban areas.
- c. Describe Proposer’s accounting, invoicing and reporting procedures that are to be used to meet the reporting requirements of the National Transit Data Base Report and monthly and operating invoicing required by the Federal Transit Administration (FTA), Florida Department of Transportation (FDOT) and the TPO.
- d. Describe the Proposer’s recruitment, training and retention program for managers, drivers, dispatchers, mechanics and other employees.
- e. Describe the Proposer’s program for sensitivity and safety training of drivers, administrative, office and customer service personnel. Also, describe key personnel’s familiarity with FTA and FDOT program requirements.
- f. Describe how the Proposer has satisfied and will continue to satisfy

provisions of Section 504 of the Rehabilitation Act, the ADA, and other applicable federal, state and local requirements governing handicapped accessibility in regard to riders and employees.

- g. Describe the Proposer's specific experience in working with governmental agencies to maximize use of agency resources and improve transit services to the general public.
- h. Address the strategies proposed to identify community resources and maximize resources, monetary and otherwise.
- i. Describe the Proposer's understanding of the Commuter Choice Program and available tax benefits and how this could be applied to the Bayway system.
- j. Describe the Proposer's understanding of the Florida coordinated transportation system as provided for under Chapter 427 Florida Statutes and how the services provided by Bayway fit into this system.
- k. Describe the Proposer's specific experience with construction management of transit support facilities. The successful Proposer shall be responsible for the continued oversight and management of the conceptual planning, preliminary and final engineering design for construction of Bay Area Transportation Logistics and Operations Facility at the Massalina Road site as well as the paratransit facilities and the parking facilities at the Douglas Road site.

2. Suspended/Debarred Proposers

Submit a signed statement certifying that the Proposer is not on the state or federal list of ineligible or debarred contractors.

3. Quality Assurance

The Proposer will be responsible for developing a program to ensure that the Bayway provides excellent customer service to its riders.

- a. Describe the Proposer's quality assurance plan.
- b. Describe the procedure for providing customer service. Describe how complaints, commendations and route deviation requests will be monitored and reported.
- c. Describe vehicle maintenance schedules for daily checks, weekly and monthly checks, and preventative maintenance schedules. Demonstrate adherence to schedules.
- d. The Proposer will be required to obtain input from the users of the system. Describe your plan to achieve this, and how this input will be

used.

4. Management Resources

- a. Provide the Proposer's organizational structure.

Provide the resume of the proposed Resident manager, proposed General Manager, and all other management positions showing all relevant education, training and experience. This must include personnel with construction project management experience to oversee the continuing conceptual planning, preliminary and final engineering design efforts and ultimately, the construction of the Bay Area Transportation Logistics and Operations Facility at the Massalina Drive site as well as the parking and paratransit facilities construction at the Douglas Road site.

- b. Describe the required personnel and the general job descriptions necessary to operate transit services.
- c. Provide current contact information for at least three (3) transit operations-related references for the firm and three (3) references for the proposed resident manager. The Proposer must have a satisfactory record of performance, including positive references from other recent clients. A satisfactory record of performance shall include delivery of services within budget, having an acceptable on-time performance, positive customer feedback, and a consistently cooperative relationship with the contract purveyor.
- d. If subcontractors are to be used, the prospective contractor must submit a description of each person or firm and the work to be done by each subcontractor.

5. Transportation Operations

- a. Describe how the Proposer will comply with federal and state laws relating to alcohol and drug testing and drug education to maintain a drug-free workplace.
- b. Describe the criteria and processes used to evaluate employees' performance, including drivers, employment procedures, EEO Policy, DBE Policy, personnel training procedures, personnel discipline procedures, and termination policies.
- c. Describe the Proposer's training policies and experience relating to sensitivity training in transportation of elderly, disabled, and other disadvantaged persons.

- d. In the event of vehicle breakdown or no-show driver, describe the procedure used to operate transportation on time and as scheduled.
- e. Describe the procedure to monitor:
Driver screening, selection, and training;
Sensitivity and first aid training for employees; and
Vehicle safety inspection and maintenance training in accordance with Chapter 14-90, F.A.C.

6. Financial Capacity to Undertake Project

- a. Include the latest financial audit of the Proposer prepared by an independent auditor or Certified Public Accountant (CPA). If the Proposer is not required to conduct an audit, please state the reason an audit is not required and provide financial statements prepared by an independent accountant or accounting agency.
- b. Provide a description of the Proposer's assets, financial and capital.
- c. Provide proposed fleet (vehicle type, capacity, accessibility, year) at service start up. Include a statement concerning the Proposer's ability to acquire additional capital equipment as may be required to provide this service. The TPO is the transit authority and historically has purchased vehicles and equipment for use by the operator. The TPO has also provided office space and a maintenance facility. The selected operator will need to enter lease agreements with the TPO should they intend to utilize these assets.
- d. Because of the schedule for reimbursement of operating costs, the Proposer must have a 45-day cash reserve based on the estimated proposed annual budget. Document availability of the reserve and that it's designated for use only in the Bayway system.
- e. If selected, the Proposer must procure and maintain at Contractor's own cost and expense for the duration of the agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Contractor's proposal. Contractor shall maintain limits no less than:
 - i. Commercial General/Umbrella Liability Insurance - \$ 1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an

occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
 - Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - Products/Completed Operations
 - Contractual
 - Independent Consultants
 - Broad Form Property Damage
 - Personal Injury
- ii. Business Automobile/Umbrella Liability Insurance - \$500,000 per accident for property damage and personal injury.
- Owned/Leased Autos
 - Non-owned Autos
 - Hired Autos
- iii. Workers' Compensation and Employers'/Umbrella Liability Insurance – Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for \$1,000,000 per accident.
- iv. Commercial General Liability and Automobile Liability Coverage. The TPO is to be covered as insured as respects:

Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor, premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the TPO. The coverage shall contain no special limitations on the scope of protection afforded to the TPO.

The Contractor's insurance coverage shall be primary insurance as respects the TPO. Any insurance or self-insurance maintained by the TPO shall be excess of Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TPO. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- v. Workers' Compensation and Employers' Liability and Property Coverage. The insurer shall agree to waive all rights of subrogation against the TPO, for losses arising from activities and operations of Contractor in the performance of services under this Agreement.
- vi. All Coverage. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the TPO. If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. TPO, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.
- vii. Alternatively, TPO may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, TPO may deduct from sums due to Contractor any premium costs advanced by TPO for such insurance. TPO shall be named as "additional insured" as its interest may appear.
- viii. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the TPO. At the option of the TPO, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the TPO or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.
- ix. Acceptability of Insurers. Insurance is to be placed with Florida admitted insurers rated **B+** or better by A.M. Best's rating service.
- x. Verification of Coverage. Contractor shall furnish the TPO with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The

certificates and endorsements are to be received and approved by the TPO before work commences.

- xi. Subcontractors. Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

7. Proposed Budget

- a. Complete a proposed budget for the service specified with reasonable assumptions as to rationale for figures on the form enclosed. If this is not included, the proposal will be rejected. Include a detailed proposed annual budget showing expected revenues by source and projected expenditures. The budget must be sufficiently detailed so that a fully-allocated cost can be determined.

8. Understanding of the Request for Proposal

- a. Describe the process and schedule proposed to ensure continuous and, to the highest degree possible, seamless service during the transition from one provider to another. Indicate the capital resources and time required for initiating the start-up, effective April 23, 2014.
- b. Provide other appropriate observations concerning the service requested in this RFP.
- c. Identify any policies, rules, procedures, etc. that would prevent the Proposer from performing their responsibilities in the most cost-efficient and effective manner and which should be addressed in the proposal. If none are noted, so state.

9. Disadvantaged Business Enterprise Certification

If the Proposer and/or any subcontractors are a certified Disadvantaged Business Enterprise, a copy of the current certification must be submitted.

Right of Rejection

The TPO reserves the right to withdraw this RFP at any time without prior notice. The TPO reserves the right to waive any irregularity or informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the TPO and the citizens of Bay County.

III. Evaluation Criteria and Selection Process

A. Screening and Selection Process

Screening and selection will take place through the process described below. Contract award will be made to the Proposer that (a) meets the criteria specified in Parts II and III of this RFP, and (b) submits the proposal considered most advantageous to the TPO based on the EVALUATION CRITERIA set forth under Part IV(b) of this RFP.

The screening and selection process will be as follows:

Step 1: Sealed proposals will be opened and evaluated to determine compliance with Parts II and III of this RFP. Proposals meeting specified requirements will be considered responsive.

Step 2: A Selection Committee comprised of individuals with technical and planning experience in contract administration and transit operations will be assembled to review each of the proposals. Each Selection Committee member will be responsible for assigning a numerical ranking for each evaluation criteria in each responsive proposal. Committee members will assure that each proposal has been rated fairly, impartially, and comprehensively.

Step 3: Responsive proposals will be reviewed by the Selection Committee based on the EVALUATION CRITERIA of this RFP and the weighting assigned thereto. Scores from all committee members will then be added and a percentage value will be calculated and assigned to each proposal. Following such evaluation, a decision will be made whether to recommend award of the contract without further discussion to the Proposer receiving the highest score or to interview with ProposerS within a competitive range.

If a decision is made to conduct interviews, Proposers within a competitive range will be interviewed on March 27, 2014 (Date subject to change). The purpose of such interviews will be to obtain additional information or clarification of Proposers' proposals, and to discuss modifications of such proposals. A senior manager authorized to commit on behalf of the Proposer shall be present at interviews.

Step 4: The Selection Committee will review interview notes and then, using the same evaluation criteria and scoring system described earlier, provide scores based on the proposal and interviews (if applicable). Scores from all members will be added to determine which proposal has the highest score. The selection committee will then recommend one firm, based on the results of the final scoring, for the TPO's approval. The TPO will review the recommendations of the Committee, take action to approve, approve with conditions, deny, or table and request additional information on each recommendation to designate the operator. Approval is expected by April 23, 2014.

B. Evaluation Criteria

The Selection Committee will evaluate each proposal submitted on the listed criteria,

which are described in-depth in Part II, Section E. Each criterion shall be weighted as follows:

Experience and Ability	3
Suspension & Debarment	1
Quality Assurance	2
Management Resources	2
Transportation Operations	3
Financial Capacity	4
Proposed Budget	3
Understanding	2
Disadvantaged Business Enterprise	1

The evaluation of each proposal will involve point scoring based on the extent to which it meets the RFP requirements, using the following scale:

<u>Points</u>	<u>Vendor has demonstrated</u>
0	No capability to meet the criterion
1	Marginal or poor capability to meet the criterion
2	Average capability to meet the criterion
3	Above average capability to meet the criterion
4	Excellent capability to meet the criterion

IV. Scope of Work for Selected Contractor / Operator:

A. TPO Responsibilities:

- The TPO procures and oversees the contract / operator.
- The TPO approves the capital and operating budget.
- The TPO adopts the Transit Development Plan.
- The TPO develops policies to ensure the quality and availability of public transportation service provided.
- The TPO approves all grant applications.
- The TPO approves any major changes to the financial planning or administration of Bayway.
- The TPO oversees Bayway operations to ensure compliance with FTA and FDOT requirements.
- The TPO owns all capital equipment. The TPO provides the administrative and maintenance facilities.

B. Bayway Contractor / Operator Responsibilities:

- The Contractor / Operator applies for and administers all grants.
- The Contractor / Operator provides overall financial planning and administration of Bayway.
- The Contractor/Operator will oversee all aspects of the conceptual planning, preliminary and final engineering design and the ultimate construction of Bay Area Transportation Logistics and Operations Facility at the Massalina Road site as well as the paratransit facilities and parking at the Douglas Road site.
- The Contractor / Operator will recruit, screen, hire, train, and supervises all personnel.
- The Contractor / Operator maintains financial and accounting records in the format required for operations reimbursement and audit.
- The Contractor / Operator will complete operations reports in the format required for system performance tracking. (Appendix C – Trolley Report September and October 2013)
- The Contractor / Operator completes National Transit Data Base reporting as

required by the Federal Transit Administration.

- The Contractor / Operator maintains vehicles, other TPO property and controls inventory.
- The Contractor / Operator maintains insurance on vehicles.
- The Contractor / Operator administers a drug and alcohol program, including testing, that complies with requirements of the Federal Transit Administration and the Florida Department of Transportation.
- The Contractor / Operator submits a proposed capital and operating budget (program of projects) to the TPO annually for TPO approval.
- The Contractor / Operator submits a proposed annual marketing plan to promote Bayway and public transportation in general for TPO review.
- The Contractor / Operator is responsible for minor and major updates of the Transit Development Plan.

CONTRACTOR / OPERATOR shall perform the duties and accept the responsibilities set forth in this RFP in connection with its operation of transit services.

1. Service Duties and Responsibilities

If selected, CONTRACTOR / OPERATOR shall perform the following duties and accept the following responsibilities with respect to the performance of the transit services.

a. System Planning and Administration

CONTRACTOR / OPERATOR shall be responsible for all planning activities regarding routes, schedules, service areas, days and hours of operations, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities related to overall system administration. The CONTRACTOR / OPERATOR shall develop and submit a plan to raise program income to offset system costs. This plan shall be submitted to the TPO for review and approval.

b. Facilities Construction Oversight/Management

CONTRACTOR / OPERATOR shall be responsible for the continued oversight and management of the conceptual planning, preliminary and final engineering design for construction of Bay Area Transportation Logistics and Operations Facility at the Massalina Road site as well as the paratransit facilities and the parking facilities at the Douglas Road site. Plans for these facilities are currently under development by the

TPO's general planning consultant. The CONTRACTOR/OPERATOR shall provide sufficient information that they possess the necessary skills to oversee the completion of these projects.

c. Advertising and Promotion

CONTRACTOR / OPERATOR shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of transportation services and to promote ridership. CONTRACTOR / OPERATOR shall assist in distribution of promotional materials or advertisements and shall participate in special promotional programs.

d. Schedules, Passes, Tickets, Transfers and Service Brochures

CONTRACTOR / OPERATOR shall prepare, print and provide all required schedules, passes, tickets, transfers, service brochures and like materials.

e. Communications Systems

CONTRACTOR / OPERATOR shall use a communications system provided to it by the TPO solely for the purpose of providing communications between its dispatch center, Bayway vehicles and road supervisors in connection the Bayway operations. CONTRACTOR / OPERATOR shall comply with all federal statutes and regulations in connections with such use.

f. Street Furnishings

CONTRACTOR / OPERATOR or its designee shall purchase, install, maintain and replace all street furnishings that shall be provided for the operation of the Bayway system. Such furnishings shall include, but not be limited to, bus stop signs, posts, benches, and shelters. All furnishings will meet federal ADA standards. The CONTRACTOR / OPERATOR will be responsible for trash collection and upkeep of each Bayway stop.

g. Notification of Service Changes

Should TPO determine to implement a substantially different service design for the transit system, the TPO shall confer with CONTRACTOR / OPERATOR as to the most appropriate level and description of services and shall amend, if necessary, this Scope of Work document by providing CONTRACTOR / OPERATOR with a 30-day written notification of program changes. In case of service reduction, CONTRACTOR / OPERATOR shall follow the TPO's policy regarding public comment on fare and service changes.

2. Vehicles, Equipment and Supplies

TPO shall provide all vehicles and all capital equipment (as defined by FTA) necessary for their safe operation of the fixed-route system. CONTRACTOR / OPERATOR shall be responsible for all upkeep and maintenance of vehicles, capital equipment, and all licensing and other necessary operating certificates.

a. Fuel

CONTRACTOR / OPERATOR shall purchase fuel for all transit vehicles.

b. Radios, Fare boxes, etc.

TPO shall provide communications equipment, fare boxes (if required), and any other equipment required for all fixed-route vehicles.

c. Parking Facilities

The TPO shall provide parking facilities for all fixed-route vehicles.

d. Vehicle Cleaning

CONTRACTOR / OPERATOR shall be responsible for the cleaning of all vehicles used to provide service under this contract.

3. Contractor / Operator Duties and Responsibilities

CONTRACTOR / OPERATOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of Bayway fixed-route system. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR / OPERATOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as an integral element of operating fixed- route or demand response services.

a. General Operations

CONTRACTOR / OPERATOR shall assist and cooperate with the TPO in meeting the objectives of providing quality transportation services. CONTRACTOR / OPERATOR shall perform close liaison activities, coordination and cooperation with the TPO on matters related to operations, monitoring, reporting and service performance measurements.

b. Management Requirements

CONTRACTOR / OPERATOR shall provide the necessary management,

technical and operating services for Bayway as specified by the TPO.

CONTRACTOR / OPERATOR shall be responsible for the recruitment and training of sufficient management, scheduling and dispatch, customer services and record keeping staff to support the SYSTEM operation.

CONTRACTOR / OPERATOR shall be responsible for the maintenance of all utilized TPO facilities.

CONTRACTOR / OPERATOR shall maintain a telephone system that will require at least one dedicated local phone number for all incoming calls from the public.

CONTRACTOR / OPERATOR shall provide and maintain a central dispatch communication system capable of high-quality two-way voice communication between the dispatch center and all service vehicles operating within the fixed-route areas.

c. Management Reporting and Record Keeping

CONTRACTOR / OPERATOR shall submit to the TPO monthly invoicing that includes, but is not limited to, the following information for each program: daily service hours, service miles, fuel usage, passenger ridership, mobility lift usage, bicycles transported (when applicable to the program), on time performance, fare collection, cash and deposit reconciliation, punch card and bus pass reconciliation. Upon request of the TPO, CONTRACTOR / OPERATOR shall submit additional reports pertaining to program evaluations.

CONTRACTOR / OPERATOR shall provide a monthly reconciliation of fare revenue by route and cash deposits including program income (as defined by FTA). All collections deposited shall be subtracted from the monthly invoice prior to submitting to the TPO.

CONTRACTOR / OPERATOR shall make available completed daily dispatch and driver logs, staff training records, and road supervision records, as well as all books, records, documents, accounting ledgers, and similar materials relating to work performed under the AGREEMENT for at least three (3) years following the date of final payment to CONTRACTOR / OPERATOR by the TPO.

The TPO will have access to such records for the purpose of inspection, audit and copying at reasonable times, during the CONTRACTOR / Operator's usual and customary business hours.

d. Service Days, Hours & Schedules

Bayway services shall be operated in strict accordance with the operating days and hours, routes and schedules set forth by the TPO or any revisions thereto, and shall provide such service in a safe, professional and a courteous manner, as program specified in Section 4.

e. Holidays

Services are not provided on the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

f. Vehicle Operations

CONTRACTOR / OPERATOR shall be responsible for any fines, claims, or charges incurred in the operation of all vehicles. CONTRACTOR / OPERATOR shall hold the TPO and all sponsoring agencies harmless for any fines, penalties or citations imposed on account of the operation of the service, and any expense incurred by the Bayway.

CONTRACTOR / OPERATOR shall be responsible for reporting any mechanical or maintenance issues to the TPO on a quarterly basis.

CONTRACTOR / OPERATOR shall not operate any vehicle when its condition jeopardizes public safety or is not in conformance with applicable Department of Transportation or Florida Administrative Code Rule 14-90 requirements for bus operation.

CONTRACTOR / OPERATOR shall assume full responsibility for assuring the safety of passengers and operations personnel.

CONTRACTOR / OPERATOR shall comply with all Florida Highway Patrol and OSHA requirements, and any other applicable rules or laws.

g. Safety Programs

CONTRACTOR / OPERATOR shall develop, implement and maintain, in accordance with Rule 14- 90 of the Florida Administrative Code, a System Safety Program Plan. This plan will detail the policies, objectives, responsibilities, and procedures against injuries or damage. CONTRACTOR / OPERATOR shall provide a copy of the System Safety Program Plan and subsequent updates to TPO Staff.

CONTRACTOR / OPERATOR shall require that all buses be inspected at least annually in accordance with bus inspection procedures set forth in Rule 14-90.009 of the Florida Administrative Code. An annual safety

certification shall be submitted to the TPO and FDOT for review.

CONTRACTOR / OPERATOR shall develop, implement and maintain, in accordance with Rule 14- 90 of the Florida Administrative Code, a Security Program Plan to detail the policies, objectives, responsibilities, and procedures for the protection and defense of the system and persons from intentional acts of harm. CONTRACTOR / OPERATOR shall provide a copy of the Security Program Plan and the Safety and Security Program Plan and subsequent updates to TPO Staff.

CONTRACTOR / OPERATOR shall develop criteria and procedures for selection, qualification, and training of all drivers in accordance with Florida Administrative Code Rule 14-90.

CONTRACTOR / OPERATOR shall develop, implement and maintain an employee substance abuse and alcohol abuse testing program, subject to TPO approval, for all employees in safety- sensitive positions including personnel engaged in the operation and control of Bayway vehicles and equipment. Such program shall meet all applicable state and federal requirements.

h. Accident and Incident Procedures

CONTRACTOR / OPERATOR shall develop, implement and maintain formal procedures, subject to TPO review and approval, for responding to accidents, incidents, service interruptions, and complaints.

Occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances or complaints requiring more immediate attention, in service vehicle failures, equipment malfunctions or wheelchair lift failures.

All traffic accidents involving SYSTEM vehicles, irrespective of injury, shall be reported to the FHP or local law enforcement agency as appropriate, and to the TPO. CONTRACTOR / OPERATOR will request that the law enforcement agency respond to investigate the accident. CONTRACTOR / OPERATOR shall supply the TPO with copies of all accident and incident reports.

i. Customer Comments and Complaint Procedures

CONTRACTOR / OPERATOR shall be responsible for recording customer comments and complaints received and provide general service policy and operational information during regular business hours. CONTRACTOR / OPERATOR shall be responsible for completing complaint forms provided by TPO and investigate all operational

complaints received. CONTRACTOR / OPERATOR shall document the complaint resolution. CONTRACTOR / OPERATOR shall immediately notify the TPO of any complaint involving alleged abuse, theft or criminal activity. CONTRACTOR / OPERATOR shall be responsible for recording all complaint investigations within five (5) days of direct receipt from the public or the TPO, and may be required to provide follow-up explanation. CONTRACTOR / OPERATOR shall maintain an updated complaint file and provide the TPO with access to the file upon request.

j. General Services Standards

CONTRACTOR / OPERATOR shall, at all times, provide service in a manner which will maximize productivity and customer service. The TPO and operator will develop the following standards. These standards will be reasonably attainable by CONTRACTOR / OPERATOR, fair to the customer and consistent with TPO expectations.

CONTRACTOR / OPERATOR and the TPO shall meet periodically to evaluate performance of the system based upon these standards. Standards may be adjusted with final approval by the TPO.

The Bayway General Manager shall be responsible for monitoring all aspects of the system's operation and maintenance, finance, and marketing.

k. Performance Penalties

Performance penalties and incentives will be negotiated between the CONTRACTOR / OPERATOR and the TPO based upon adopted standards.

l. Management

CONTRACTOR / OPERATOR shall designate and provide the services of a Resident who shall provide overall management and supervision of Bayway services and employees.

The Bayway General Manager shall work cooperatively with the TPO in matters relating to service quality, providing operational and other data as described in this RFP responding to comments,

from passengers and the general public, and responding to specific requests for other assistance as the need arises.

The Bayway General Manager is responsible to the TPO for all phases of the day-to-day operation of the transit system. This position organizes and conducts activities to ensure safe, cost- effective, and on-time

operations performance of the system. The Bayway General Manager shall build a working partnership in the community for public transit and act as a liaison for the system. The Bayway General Manager is responsible for the implementation of the recommendations within the Transit Development Plan.

The Bayway General Manager, or a designated employee to act for the General Manager, shall be available either by phone or in person to make decisions regarding day-to-day Bayway operations or provide coordination as necessary, and shall be authorized to act on behalf of CONTRACTOR / OPERATOR regarding all matters pertaining to the AGREEMENT. The General Manager must be available 24 hours a day in emergency situations.

m. Employee Selection and Supervision

CONTRACTOR / OPERATOR shall be responsible for the employment and supervision of all employees necessary to perform Bayway services. Responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination.

CONTRACTOR / OPERATOR must develop employee policies documented in an employee manual.

CONTRACTOR / OPERATOR shall use appropriate driver screening and selection criteria in order to employ drivers. These criteria must include Department of Motor Vehicles license check and physical examination and drug screening to meet all state and federal requirements for fixed route vehicle operations.

CONTRACTOR / OPERATOR shall be responsible for having a national criminal background check by an accredited agency on each potential driver screened. Said check shall be conducted for a period beginning at least fifteen (15) years prior to the date of hire and extending up to a date not more than two (2) weeks prior to the date of hire.

CONTRACTOR / OPERATOR shall at all times comply with applicable state and federal employment laws, including the Civil Rights Act of 1964, as amended.

n. Training of Drivers and Operations Personnel

The selected contractor/ operator must have a safety plan in place that covers driver safety training and operator testing as required by Florida Administrative Code Rule 14-90.

o. Safety Training

CONTRACTOR / OPERATOR shall demonstrate how road supervision will be provided and documented. Road supervision must include, but not be limited to, quarterly route rides with all drivers. CONTRACTOR / OPERATOR shall provide road supervision as required to monitor drivers, assist drivers in service and investigate service complaints in the field.

p. Driver Responsibilities

Drivers shall be trained and cross-trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment which they may be expected to use in the Bayway transit operations.

Drivers shall be required to operate their vehicles in a safe and courteous manner.

Drivers shall be certified as having completed all safety training and vehicle/equipment training before operating any Bayway vehicle in revenue service unsupervised. All drivers must be licensed with a valid Florida Commercial Driver's license, with appropriate endorsement, prior to entering revenue service with appropriate certification(s) and medical card.

Drivers shall report all incidents involving personal injury and/or property damage, anti-social or abusive passenger behavior to dispatch upon occurrence. Operator will maintain reports in a file system.

Drivers are responsible for collecting fares and tickets from all riders.

Drivers are prohibited from smoking at all times within the vehicle and while assisting passengers to and from the vehicle. Passengers are also prohibited from smoking within the vehicle.

Drivers shall complete Daily Trip Sheets and Inspection Sheets.

Drivers shall report all vehicle mechanical problems that impact passenger and driver comfort and the safe operation of the vehicle. Drivers shall complete and submit vehicle trouble and maintenance request forms as provided and directed by CONTRACTOR / OPERATOR.

Drivers shall meet all applicable requirements as established by the State of Florida and the Florida Highway Patrol.

Drivers shall be uniformed at all times while on duty. CONTRACTOR / OPERATOR shall provide driver uniforms. At a minimum, uniforms shall

include a standardized shirt and name badges. Drivers shall be required to maintain a neat and clean appearance at all times while on duty.

Drivers shall, when requested by the TPO, hand out notices or questionnaires to passengers or otherwise render assistance in Bayway's customer relations, promotion, marketing, and monitoring.

Drivers shall be required to honor special passes, collect, cancel and/or validate passes and tickets; and issue and collect transfers, as determined by the TPO.

No driver shall be assigned, employed or remain employed or assigned as a driver who has a Driving While Intoxicated (DWI) or Driving Under Influence (DUI) violation on driver's record.

q. Employee Manual

CONTRACTOR / OPERATOR shall prepare and provide all employees a copy of the Employee Manual. The Manual shall be available to the TPO upon request.

Contents of the Employee Manual shall include, but not be limited to the following subject areas: customer relations, collection of fares, employee rules; accident/incident policies; communication policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedure and pertinent sample forms.

r. Dispatch Responsibilities

Dispatchers, telephone operators, supervisors and any other personnel who may from time to time be assigned to provide telephone information shall be trained in customer relations skills, telephone manners, accident/incident procedures, transfer points, fares and information referrals, ADA regulations regarding trip reservations, operating policies and have thorough understanding of Bayway service areas.

Dispatch training shall include route rides with Bayway drivers to ensure dispatchers are familiar with service areas. Operations control personnel assigned to Bayway scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

CONTRACTOR / OPERATOR shall ensure an adequate number of dispatchers are present during all hours of operations for Bayway. CONTRACTOR / OPERATOR must ensure a smooth and effective

transition between dispatchers that does not disrupt Bayway operations.

s. Clauses

CONTRACTOR / OPERATOR shall be responsible for any fines, claims, or charges incurred in the operation of all service vehicles. CONTRACTOR / OPERATOR shall hold the TPO, the funding entity and all sponsoring agencies harmless for any fines, penalties or citations imposed on account of the operation of the service, and any expense incurred by the Bayway because of them.

CONTRACTOR / OPERATOR certifies that in connection with this proposal and performance of transportation service that compliance with all state, federal, and local laws and requirements including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations applicable. In connection with this project, CONTRACTOR / OPERATOR shall not discriminate because of national origin, creed, sex, marital status, color, race, religion, ancestry or disability.

Nothing in this section shall be construed by either the CONTRACTOR / OPERATOR or Bayway to be in conflict with CONTRACTOR / Operator's status as an independent contractor.

4. Transit Services

a. Fixed Route

Using vehicles and equipment provided by the TPO, CONTRACTOR / OPERATOR shall operate Bayway bus services as specified by this agreement. Bayway fixed route bus service shall be operated in strict accordance with the operating days and hours, routes and schedules set forth by Bayway or any revisions thereto, and shall provide such service in a safe, professional and a courteous manner.

Maximum vehicle service hours for fixed-route, shall be authorized by the TPO annually.

Weekday schedule of Monday thru Friday 5:15 a.m. to 8:00 p.m. and Saturday 6:00 a.m. to 8:00 p.m. excluding Holidays listed in Section 3.5 of Proposer Duties and Responsibilities.

Notwithstanding the above, CONTRACTOR / OPERATOR is hereby authorized to deviate from established routes when necessary to avoid construction, detours, and vehicles or other obstructions within the public right of way, and the CONTRACTOR / OPERATOR shall notify TPO

of such deviation(s) by noting on the daily reconciliation sheets and monthly reports. The TPO operates a deviated fixed-route system. The CONTRACTOR / OPERATOR is responsible for providing deviations in accordance with the TPO policy.

TPO agrees to pay CONTRACTOR / OPERATOR for management, technical service and performance of the services as outlined in the Price Proposal.

In the event that a Bayway route operates more than 15 minutes behind schedule, CONTRACTOR / OPERATOR shall take all available steps to restore on time performance. CONTRACTOR / OPERATOR shall establish procedures, subject to TPO review, to restore on time performance.

The Bayway fixed route service shall comply with the ADA. The Contractor shall assist and fully cooperate with the TPO in ensuring ADA compliance.

5. Special Services

In addition to regular Bayway operations, the CONTRACTOR / OPERATOR may from time to time be requested by the TPO, to provide special transportation services.

V. Insurance Requirements

INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

- a. Precaution shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property. The Consultant shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- b. The TPO may order work to be stopped if conditions exist that present immediate danger to persons or property. The Consultant acknowledges that such stoppage will not shift responsibility for any damages from the Consultant to the TPO.
- c. The Consultant acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on TPO property, including in the Consultant's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Transportation Planning Organization, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the TPO. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the TPO's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the TPO is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the TPO can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultant's employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the TPO's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

- a. The Consultant shall procure and maintain the following described insurance, except for coverages specifically waived by the TPO, on policies and with insurers acceptable to the TPO. These insurance requirements shall not limit the liability of the Consultant. The TPO does not represent these types or amounts of insurance to be sufficient or adequate to protect the Consultant's interests or liabilities, but are merely minimums.
- b. Except for workers' compensation and professional liability, the Consultant's insurance policies shall be endorsed to name the TPO as an additional insured to the extent of the TPO's interests arising from this agreement, contract, or lease.
- c. Except for workers' compensation, the Consultant waives its right of recovery against the TPO, to the extent permitted by its insurance policies.
- d. The Consultant's deductibles/self-insured retentions shall be disclosed to the TPO and

may be disapproved by the TPO. They shall be reduced or eliminated at the option of the TPO. The Consultant is responsible for the amount of any deductible or self-insured retention.

- e. Insurance required of the Consultant or any other insurance of the Consultant shall be considered primary, and insurance of the TPO shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the TPO, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

- f. **WORKERS' COMPENSATION COVERAGE**

The Consultant shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Consultant shall also purchase any other coverages required by law for the benefit of employees. The Consultant shall provide to the TPO an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

- g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Consultant shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

- h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

- i. **PRODUCTS/COMPLETED OPERATIONS**

The Consultant is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the TPO's acceptance of renovation or construction projects.

- j. **BUSINESS AUTO LIABILITY COVERAGE**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

- k. **EXCESS OR UMBRELLA LIABILITY COVERAGE**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

- l. **CERTIFICATES OF INSURANCE**

1. Required insurance shall be documented in Certificates of Insurance which provide

that the TPO shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION, 1021 Massalina Drive, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the TPO by the Consultant. **The Bay County TPO and Bay County Board of County Commissioners shall be named as an Additional Insured for both General Liability and Business Auto Liability.**

2. New Certificates of Insurance are to be provided to the TPO at least 15 days after coverage renewals.
3. If requested by the TPO, the Consultant shall furnish complete copies of insurance policies, forms and endorsements.
4. For the Commercial General Liability coverage, the Consultant shall, at the option of the TPO, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. **RECEIPT OF INSUFFICIENT CERTIFICATES**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the TPO, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Consultant's obligation to fulfill the insurance requirements herein.

4. **ADDITIONAL INSURANCE**

If checked below, the TPO requires the following additional types of insurance.

☒ **Professional Liability/Malpractice/Errors or Omissions Coverage**

The Consultant shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐ **Property Coverage for Leases**

The Consultant shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A

is required by the TPO for this agreement or contract.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the TPO an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the TPO. This is redundant coverage if the TPO is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the TPO and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☐ **Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

☐ **Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

☐ **Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for TPO**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the TPO.

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of **N/A**

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the TPO's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the TPO's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

☐ **Pollution Legal Liability Coverage** N/A

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☐ **United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

VI. Federal Clauses

Federal Clauses Acceptance Form

Vendor:

Date:

This purchase shall conform in all respects to the Federal Transit Administration's Federally Required and Other Model Clauses including but not limited to the clauses checked below:

THESE FEDERAL CLAUSES DO NOT APPLY TO MICRO-PURCHASES (\$10,000 OF LESS, EXCEPT FOR CONSTRUCTION CONTRACTS OVER \$2,000)	
<input type="checkbox"/>	ACCESS TO RECORDS AND REPORTS
<input type="checkbox"/>	AMERICANS WITH DISABILITIES ACT (ADA)
<input type="checkbox"/>	BOND REQUIREMENTS
<input type="checkbox"/>	BUS TESTING
<input type="checkbox"/>	BUY AMERICA REQUIREMENTS
<input type="checkbox"/>	BYRD ANTI-LOBBYING AMENDMENT
<input type="checkbox"/>	CARGO PREFERENCE REQUIREMENTS
<input type="checkbox"/>	CHARTER SERVICE
<input type="checkbox"/>	CIVIL RIGHTS LAWS AND REGULATIONS
<input type="checkbox"/>	CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
<input type="checkbox"/>	CONFORMANCE WITH ITS NATIONAL ARCHITECTURE
<input type="checkbox"/>	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
<input type="checkbox"/>	DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT
<input type="checkbox"/>	DEBARMENT AND SUSPENSION
<input type="checkbox"/>	DISADVANTAGED BUSINESS ENTERPRISE (DBE)
<input type="checkbox"/>	ENERGY CONSERVATION
<input type="checkbox"/>	EQUAL EMPLOYMENT OPPORTUNITY
<input type="checkbox"/>	FEDERAL CHANGES
<input type="checkbox"/>	FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS
<input type="checkbox"/>	FLY AMERICA
<input type="checkbox"/>	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
<input type="checkbox"/>	NO GOVERNMENT OBLIGATION TO THIRD PARTIES
<input type="checkbox"/>	NOTICE TO THIRD PARTY PARTICIPANTS
<input type="checkbox"/>	NOTIFICATION TO FTA
<input type="checkbox"/>	PATENT RIGHTS AND RIGHTS IN DATA
<input type="checkbox"/>	PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES
<input type="checkbox"/>	PROCUREMENT OF RECOVERED MATERIALS
<input type="checkbox"/>	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
<input type="checkbox"/>	PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

<input type="checkbox"/>	PROMPT PAYMENT
<input type="checkbox"/>	PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS
<input type="checkbox"/>	SAFE OPERATION OF MOTOR VEHICLES
<input type="checkbox"/>	SCHOOL BUS OPERATIONS
<input type="checkbox"/>	SEISMIC SAFETY
<input type="checkbox"/>	SEVERABILITY
<input type="checkbox"/>	SIMPLIFIED ACQUISITION THRESHOLD
<input type="checkbox"/>	SPECIAL DOL EEO CLAUSE
<input type="checkbox"/>	SPECIAL NOTIFICATION REQUIREMENTS FOR STATES
<input type="checkbox"/>	SUBSTANCE ABUSE REQUIREMENTS
<input type="checkbox"/>	TERMINATION
<input type="checkbox"/>	TRAFFICKING IN PERSONS
<input type="checkbox"/>	VETERANS HIRING PREFERENCE
<input type="checkbox"/>	VIOLATION AND BREACH OF CONTRACT

Signature:

Date:

Printed Name:

Title:

This Page Must Be Signed and Returned to:
Bay County Transit Department
1010 Cone Avenue Panama City, Florida 32401
(850) 248-8161 Phone

Federal Clauses

ACCESS TO RECORDS AND REPORTS

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BOND REQUIREMENTS

Bid Guarantee. Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the Agency. The amount of such guaranty shall be equal to the value or a percentage of the total bid price.

In submitting this bid, it is understood and agreed by bidder that the Agency reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [90] days subsequent to the opening of bids, without the written consent of Agency.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the undersigned bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when

the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.

It is in writing and signed by the issuing bank.

It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.

The Agency is identified as the Beneficiary.

It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.

The effective date of the Letter of Credit is the same as the effective date of the Contract

The expiration date of the Letter of Credit coincides with the term of the contract.

It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract.

It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

BUS TESTING

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements the bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and

reasonable rates for United States-Flag commercial vessels;
to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

Federal transit laws, specifically 49 U.S.C. § 5323(d);
FTA regulations, "Charter Service," 49 C.F.R. part 604;
Any other federal Charter Service regulations; or
Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;

Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or

Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, communications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42

U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

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 Agency and understands and agrees that the Agency will, in turn,
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report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

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 Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

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.

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 (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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.

Withholding for unpaid wages and liquidated damages. The agency 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.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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."

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

"Compliance with the Copeland "Anti-Kick back" Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FTA 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 of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

DEBARMENT AND SUSPENSION

Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2

C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, 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 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, 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."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

Withholding monthly progress payments;

Assessing sanctions;

Liquidated damages; and/or

Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b). Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

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.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such

employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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.

FLY AMERICA

Definitions. As used in this clause—

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or

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property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within 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 the current FTA Circular 4220 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency 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 Agency, 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 the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

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

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or

abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under the Contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the

Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre- award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired

Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

Procure or obtain;

Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information.

See also § 200.471.

PROMPT PAYMENT

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. In addition, the contractor 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.

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

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted

drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

Federal transit laws, specifically 49 U.S.C. § 5323(f);
FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
Any other Federal School Bus regulations; or
Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:
Bar the Contractor from receiving Federal assistance for public transportation; or
Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SEISMIC SAFETY

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

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

SPECIAL DOL EEO CLAUSE

Applies to construction contracts > \$10,000; This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

To the extent required under federal law, the State, as the Recipient, agrees to provide the following information
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about federal assistance awarded for its State Program, Project, or related activities:

The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
The amount of federal assistance FTA has provided for a State Program or Project.

Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency'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 Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

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, the Agency 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 be paid only 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 the Agency 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, the Agency, 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.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short 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 Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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, the Agency may terminate this contract for default. The Agency 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 the Agency.

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, the Agency may terminate this contract for default. The Agency 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 Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency 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 Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure 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 provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency 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 Agency 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 the Agency in completing the work.

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

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 Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

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 Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency 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 Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's 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, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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 Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency 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 Agency 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 the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency 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 the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, 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, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS HIRING PREFERENCE

Veterans Employment - Recipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;

The right to cancel this Contract as to any or all of the work yet to be performed;
The right to specific performance, an injunction or any other appropriate equitable remedy; and
The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

In as much as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. 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 Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, 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 its employees, agents or others for whose acts it 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 or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract 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 the Agency 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 the Agency 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.

VII. Federal Certifications

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm:

Authorized Signature

Printed Name:

Title:

Date:

CONFLICT OF INTEREST DISCLOSURE FORM

No appointed or elected official, member or other officer or employee of the Bay County Transportation Planning Organization (TPO), or of the Bay County Board of County Commissioners (BOCC), or their affiliates and subsidiaries which consist of Bayway is interested directly or indirectly, in any manner whatsoever in or in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits thereof; or has been or will be offered or given any tangible consideration in connection with this Proposal/Contract.

Yes ☐

No ☐

If yes, please explain:

Proposer covenants that neither Proposer nor, to the best of the Proposer's knowledge after diligent inquiry, any director, officer, owner or employee of the Proposer has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.

Yes ☐

No ☐

If yes, please explain:

In the event Proposer has no prior knowledge of a conflict of interest as set forth in "1" and "2" above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, Proposer shall promptly bring such information to the attention of the Transit Operations Coordinator, Ms. Sandra Culbreth. Proposer shall thereafter cooperate with the any review and investigation of such information, and comply with any instruction it receives from the Transit Operations Coordinator in regard to remedying the situation.

Name of Firm:

Authorized Signature

Printed Name:

Title:

Date:

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto

(Name of Bidder/Company Name)
:

(Type or print name)

Signature of authorized representative:

Date

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

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

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred,
 2. Suspended,
 3. Proposed for debarment,
 4. Declared ineligible,
 5. Voluntarily excluded, or
 6. Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or,
 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or,
 3. Requires the consent of a Federal official, and

- g. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
 - 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.
- (3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor

Signature of Authorized Official:

Date:

Name and Title of Contractor's Authorized Official:

VIII. Submittal Forms

**SUBMITTAL FORM
TPO-RFP 22-02**

This submittal of _____, ("Name of Firm") organized and existing under the laws of the State of _____ doing business as _____ (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Transportation Planning Organization, Bay County, ("TPO").

In compliance with the Advertisement for Submittals, this Firm proposes to perform all work as detailed in this submittal.

By this Submittal, this Firm certifies, and in the case of a joint Submittal each party certifies as to its own organization, that this Submittal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Submitted By: _____

Prepared By: _____

Contact Email: _____

Address: _____

Telephone: _____

Signature of Authorized Representative

Date

SEAL: *(If submittal is by Corporation)*

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____ Dated _____

ADDENDUM NO. _____ Dated _____

ADDENDUM NO. _____ Dated _____

ADDENDUM NO. _____ Dated _____

ADDENDUM NO. _____ Dated _____

Name of Firm: _____

Authorized Signature _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call Transit Operations Coordinator, Sandra Culbreth, Bay County Transit Department at (850) 248-8161, or email sculbreth@baycountyfl.gov prior to submitting your submittal to ensure that you have received addendums.

WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. The Bay County Transportation Planning Organization encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

☐

Waive all requirements to keep such meetings and negotiations exempt from public meeting laws.

☐

Maintain all requirements to keep such meetings and negotiations exempt from public meeting laws

INDICATE WAIVE OR MAINTAIN, HOWEVER DO NOT SIGN THIS FORM

IX. References Questionnaire

REFERENCES QUESTIONNAIRE FORM
(TO BE COMPLETED BY TRANSIT STAFF)

Proposer's Name _____

Proposer's Reference Name _____

Person Interviewed _____

Interviewed By _____

Date of Interview _____

The following questions will be asked of the client reference chosen at the discretion of the TPO:

<p>1. Briefly describe the work the Proposer performed for your company.</p>	
<p>2. How well did the Proposer adhere to the agreed upon schedule?</p> <p style="font-size: small;">Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.</p>	
<p>3. How would you rate the Proposer's quality of work?</p> <p style="font-size: small;">Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.</p>	
<p>4. How would you rate the Proposer's use of adequate personnel in quantity, experience and profession?</p> <p style="font-size: small;">Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.</p>	
<p>5. How would you rate the Proposer's use of appropriate equipment and methods?</p> <p style="font-size: small;">Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.</p>	

Score	
Divided by	4
= Average Score	