

RESOLUTION NO. 2016 - 232

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 16-37 AND TO EXECUTE AGREEMENTS FOR MANAGEMENT AND OPERATION OF ST. JOHNS COUNTY TRANSIT SYSTEM AND ADOPTING SUPPLEMENTAL PROCUREMENT POLICIES AND PROCEDURES FOR USE WITH FTA FUNDS.

RECITALS

WHEREAS, the County desires to enter into contract with **St. Johns County Council on Aging, Inc.** to provide Management and Operation services for St. Johns County in accordance with RFP No. 16-37; and

WHEREAS, the scope of the services will be to provide Management and Operations of deviated fixed-route and paratransit services of the Public Transportation System in St. Johns County in a safe, efficient and effective matter; and

WHEREAS, through the County's formal RFP process, **St. Johns County Council on Aging, Inc.** was selected as the highest ranked firm to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, and incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose; and

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract; and

WHEREAS, the contract will be funded in part through Federal Transit Administration (FTA) funds; and

WHEREAS, pursuant to FTA regulations, it is necessary to adopt supplemental procurement policies for contracts funded through FTA funds.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFP 16-37 to **St. Johns County Council on Aging, Inc.** and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFP 16-37.

Section 4. The attached Supplemental Procurement Policies and Procedures Manual for use with Federal Transit Administration (FTA) Funds is hereby adopted and shall apply to all contracts for the purchase of goods and services for the St. Johns County Transit System that are funded with FTA funds.

Section 5. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of August, 2016.

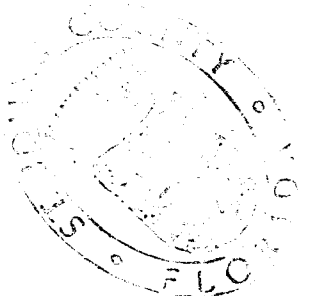
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: [Signature]
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 8/3/16





MASTER CONTINUING CONTRACT AGREEMENT

BID NO: _____;

Master Contract #: _____

This Contract Agreement is made as of this _____ day of _____, 2016, by and between **St. Johns County, FL**, a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as "**St. Johns County**" or "**County**", and _____, authorized to do business in the State of Florida, hereinafter referred to as the "**Contractor**", with mailing address _____, Phone: () - _____, Fax: () - _____ and email: _____.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 – DURATION and RENEWAL

This Contract Agreement shall become effective on _____, shall be in effect for an initial contract term of _____ () calendar year, and may be renewed for up to a maximum of _____ () _____ () year periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that St. Johns County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County's determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall consist of the Supplemental Procurement Policies and Procedures Manual for use with Federal Transit Administration (FTA) Funds; all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all duly executed Change Orders. Any representations, whether verbal or written, that are not included in the Contract Documents do not form part of this Contract Agreement.

ARTICLE 3 - SERVICES

The CONTRACTOR's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to perform _____ for the SJC _____ Department in accordance with Bid No: _____ and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of the St. Johns County _____ Department, or an authorized designee, who shall act as St. Johns County's representative, along with the SJC Purchasing Department representative during the performance of this Contract Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with the schedule set forth in the specifications, and as coordinated with the authorized designee(s) in each respective SJC Department, throughout the duration of the contract. No changes to said schedule shall be made without prior written authorization from one of St. Johns County's representatives.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. St. Johns County shall compensate the Contractor based upon _____, as submitted in the proposal, accepted by the County, and provided herein on Exhibit A-1. The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the St. Johns County _____ Department, unless additional funds become available, or are properly transferred, for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, the Contractor's compensation shall be based upon the Contractor's adhering to the Scope of Services, detailed in the Contract Documents. As such, the Contractor's compensation is dependent upon satisfactory completion of services stated in the Specifications, and included by reference in this Contract Agreement.

- C. The Contractor shall bill the County at the end of each month, for Services satisfactorily performed. The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not satisfactorily performed.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Services, and as specified in the Bid. The County may return a bill/invoice from the Contractor, and request additional documentation/information when necessary to validate payment. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:
- F. FINAL INVOICE: In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "final invoice" on the final bill/invoice submitted to the County for payment. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Contract Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The County may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 7 – TERMINATION

- A. This Contract may be terminated by the County without cause upon at least _____ () calendar days advance written notice to the Contractor of such termination without cause.
- B. This Contract may be terminated by the County with cause upon at least _____ () calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 8 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Contractor fail to perform (default) under the terms of this Contract, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than _____ () consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 1. Stop work on the date to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the

Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All of the Services required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 10 – SUBCONTRACTING

St. Johns County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 11 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Contractor. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Contract Agreement.

ARTICLE 12 – AVAILABILITY OF FUNDS

St. Johns County's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 13 - INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by St. Johns County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
 500 San Sebastian View
 St. Augustine, FL 32084

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

ARTICLE 14 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officers, and employees, from all liabilities, damages, losses, and costs arising under this Contract Agreement, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, act, or omission of the Contractor or any other person employed or utilized by the Contractor, whether intentional or unintentional.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 16 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 17 - CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify St. Johns County, in writing, by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within 30 days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract Agreement.

ARTICLE 18 - EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, St. Johns County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 19 - ARREARS

The Contractor shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by St. Johns County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of St. Johns County. All persons engaged in any of the work or services performed pursuant to this Contract Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to St. Johns County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 22 - CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract Agreement.

ARTICLE 23 - ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract Agreement. St. Johns County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 24 - NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Contract Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 26 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 27 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 28 - SEVERABILITY

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties.

St. Johns County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon Contractor's receipt of notification from the County of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Contract Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 30 - FLORIDA LAW & VENUE

This Contract Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

ARTICLE 31 - ARBITRATION

The Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 32 - NOTICES

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime Locklear, CPPB, Contract Administration Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

ARTICLE 33 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, or affect its meaning, construction or effect.

ARTICLE 34 – PUBLIC RECORDS

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF

CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

ARTICLE 35 – NO THIRD PARTY BENEFICIARIES

Both the County and the Contractor explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 36 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 37 – SURVIVAL

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

IN WITNESS WHEREOF, authorized representatives of the County, and Contractor have executed three (3) original copies this Contract Agreement on the date and year below noted.

ST. JOHNS COUNTY, FL:

Dawn Cardenas, Purchasing Manager

Date

LEGALLY SUFFICIENT:

Assistant County Attorney

Date of Execution

**ATTEST:
CLERK OF COURT**

Deputy Clerk

Date

CONTRACTOR:

Company Name

Name (Type or Print)

Signature

Title

Date

EXHIBIT "A"

BID NO: _____ ; _____

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with _____ as submitted on the proposal and approved by the County. The Price shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County **prior** to any work being implemented and shall be added to the applicable Contract Amendment.

Pricing adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective on the first day of the applicable renewal period.

EXHIBIT "A-1"

BID NO: _____;

PRICING

EXHIBIT "B"

BID NO: _____ ;

CONTRACT SCHEDULE

The Contract Period for this scope of work shall be as follows:

Initial Contract – Shall become effective on _____, and shall remain in effect for a period of _____
() year, or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for _____ (), _____ () year terms upon satisfactory performance by the Contractor, mutual agreement by all parties, the availability of funds and the continued need of the County for services.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

July 8, 2016

RE: RFP 16-37 Management and Operations of St Johns County Transit System

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract, after successful negotiations, to St. Johns County Council On Aging as the top ranked rank firm under RFP 16-37 Management and Operations of St Johns County Transit System. This notice will remain posted **St. Johns County Purchasing Department bulletin board** until 12:00PM, Wednesday, July 13, 2016.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to my attention, Karen R. Fullerton, Procurement Supervisor, in the Purchasing Department at kfullerton@sjcfl.us.

If you have any questions regarding this Notice of Intent to Award please contact Dawn Cardenas, Purchasing Manager, St. Johns County Purchasing Department at (904) 209-0152.

Sincerely,

St. Johns County

Board of County Commissioners

A handwritten signature in cursive script, appearing to read "Karen R. Fullerton", is written over a horizontal line.

County Representative Signature

Date: 7/8/16

Karen R. Fullerton, Procurement Supervisor

Name & Title (Printed)



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Gary Mackey, Transportation
FROM: Dawn Cardenas, Purchasing Manager
SUBJECT: RFP 16-37 Management and Operation of SJC Transit System
DATE: July 8, 2016

Attached please find a copy of the RFP Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval Nan C Mackey
Date 7/8/2016
Budget Amount _____
Account Funding Title Transit
Funding Charge Code Dept 1275
Award to St. Johns County Council on Aging
Award Amount \$2,871,934.00

ST. JOHNS COUNTY, FLORIDA

[illegible]

APPROVED: Purchasing Manager

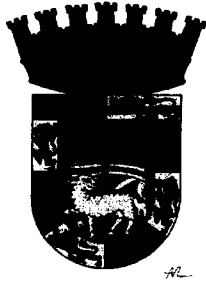
Division Manager-Transportation Development

NOTE:

THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 11 AM JULY 8, 2016, UNTIL 11 PM JULY 13, 2016.

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.



**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS**

**RFP NO: 16-37
REQUEST FOR PROPOSALS**

**Management and Operations of
St. Johns County Transit System**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084**

FINAL: 4/12/16

**REQUEST FOR PROPOSALS (RFP) NO: 16-37
MANAGEMENT AND OPERATIONS OF
ST. JOHNS COUNTY TRANSIT SYSTEM**

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ST. JOHNS COUNTY, FL – RFP NO: 16-37 MANAGEMENT AND OPERATIONS OF ST. JOHNS COUNTY TRANSIT SYSTEM

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 16-37 – Management and Operations of St. Johns County Transit System**. Interested and qualified respondents may submit RFP Packages, according to the requirements described herein, to the St. Johns County Purchasing Department. All RFP Packages are due by or before 4:00PM (EST) on **Thursday, June 9, 2016**. Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

In accordance with Florida Statutes, Section 287.055 Consultant's Competitive Negotiation Act (CCNA), St. Johns County Board of Commissioners solicits responses from qualified and experienced firms to provide services for the Management and Operations of a Public Transportation System to provide deviated fixed-route and paratransit services in St. Johns County.

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document **#16-37**. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing** by or before close of business (5:00PM) on **Thursday, May 26, 2016**.

Contact Information: Karen Fullerton, Procurement Supervisor
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: kfullerton@sjcfl.us
Fax: (904) 209-0163

Interested firms may not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response.

A **Non-Mandatory Pre-Proposal Meeting** shall be held at the St. Johns County Administration Building- Aviles Conference Room, 500 San Sebastian View, St. Augustine FL 32084 on **Thursday, May 19, 2016 at 10:00AM**. All firms interested in submitting a proposal package are invited to attend this meeting.

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP No: 16-37 – Management and Operations of St. Johns County Transit System**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original paper submittal and one (1) electronic disc OR one (1) USB flash drive containing one (1) PDF of the original documents of the RFP Package which shall include all required documents and any supplemental information.

Deliver or Ship RFP Packages to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or Request for Proposals, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

PART II: INTRODUCTION

A. Purpose:

St. Johns County Purchasing Department is accepting sealed Request for Proposal packages on behalf of the St. Johns County Transportation Development. The purpose of this solicitation is to acquire services for the Management and Operations of a Public Transportation System to provide deviated fixed-route and paratransit services in St. Johns County.

B. RFP Contact Information for Questions:

Any and all questions or requests for information relating to this Request for Proposal shall be submitted in writing by or before close of business (5:00PM) on Thursday, May 26, 2016.

Contact Information: Karen Fullerton, Purchasing Supervisor
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: kfullerton@sjcfl.us
Fax: (904) 209-0163

Interested firms may not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response.

C. Non-Mandatory Pre-Proposal Meeting

A **Non-Mandatory Pre-Proposal Meeting** shall be held at the St. Johns County Administration Building- Aviles Conference Room, 500 San Sebastian View, St. Augustine FL 32084 on Thursday, May 19, 2016 at 10:00AM. All firms interested in submitting a proposal package are invited to attend this meeting.

D. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

E. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to, and received by the SJC Purchasing Department by or before 4:00PM on **Thursday, June 9, 2016**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

RFP Packages shall be delivered to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

F. RFP Response Packaging Instructions:

1. To be considered, submit one (1) original paper submittal and one (1) electronic disc OR one (1) USB flash drive containing one (1) PDF of the original documents of the RFP proposal, which shall include all required documentation and any supplemental information.
2. RFP Packages must be in a **SEALED** envelope/container and clearly marked on the exterior of the package: “**RFP No: 16-37 – Management and Operations of St. Johns County Transit System**”.
3. Each package submitted must also have the respondent’s company name and mailing address marked plainly on the exterior of the envelope/container.
4. Affix label, found at the end of this RFP document, to sealed envelope/container.

G. Evaluation of Responses:

All properly submitted RFP Packages shall be evaluated by an Evaluation Committee. Each Evaluation Committee Team Member will receive a set of all of the RFP packages submitted, a copy of the RFP document with all issued Addenda, and an Evaluator’s Score Sheet. The Team shall then evaluate each RFP Package according to the criteria described herein. Each Evaluation Team Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other Evaluation Team Member, or any other individual. Scores for each Respondent shall be recorded on the Evaluator’s Score Sheet. A public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Member, and rank the firms’ scores highest to lowest.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, selected firms will be notified. All such presentations or interviews shall be open to the public.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of the County.

H. Evaluation Criteria:

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

<u>Evaluation Criteria:</u>	<u>Maximum Points Per Evaluator:</u>
A. Staff Experience	15
B. Training	10
C. Approach	20
D. Marketing/Advertising/Public Outreach	10
E. Similar Services	15
F. Cost/Budget	15
G. Management/Organization	05
Total Maximum Points Possible: 90	

I. Contract Award:

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

J. Contract Performance:

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, equipment and organization

as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

PART III: GENERAL REQUIREMENTS

A. General Information:

The purpose of this solicitation is to acquire services from qualified and experienced firms to provide Management and Operations of the deviated fixed-route mass transit and paratransit services for Public Transportation in St. Johns County. The work performed under this contract will be financed in part by grants provided under programs of the Federal Transit Administration which brings certain requirement and conditions. Those requirements and conditions are outlined in Federal Clauses outlined in Attachment C. Upon entering into a contract, the contractor agrees to adhere to all federal requirements as noted in the Federal Clauses in Attachment C.

B. Scope of Work

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

Vehicles provided for transportation services are only those vehicles titled to the contractor with the county holding the lien on the vehicles.

The successful proposer will be expected to locate its transportation staff at the St. Johns County transit facility located at the County Transit Building, 2595 Old Moultrie Road, St. Augustine, FL. Staff stationed at this location include the Manager/s, Customer Service Personnel, Scheduler, Dispatcher's Road Supervisors, Mechanics and drivers. Any non-county office location(s) shall also provide for a secured and acceptable environment for all County provided hardware and said locations must be approved in advance by the County.

Contractor's Responsibilities

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

1. Day-to-day operations and management of the transit system
 - Operation of a call center to book trips and answer requests for system information
 - Scheduling of paratransit trips and route deviations
 - Operating paratransit and deviated fixed bus routes
 - Intake and handling of fares and other revenues
 - Responding to customer inquiries
 - Perform preventive maintenance, repairs and inspections of vehicles and other assets
 - Paying transit employees, contractors and subcontractors for contracted services
 - Invoicing and receiving payments from various revenue sources for transportation services rendered pursuant to contract
 - Negotiating contracts with Medicaid Transportation Brokers as needed
 - Negotiating contracts with subcontractors for services as needed
2. Coordination with the Commission for Transportation Disadvantaged (CTD) system
3. Participate in Local Coordinating Board (LCB) meetings on behalf of County
4. Preparation of weekly, monthly, quarterly, and annual reports as described in this RFP
5. Marketing, advertising, public outreach, and promotional activities
 - Developing and implementing programs to increase public awareness and use of public transportation system, particularly the deviated fixed routes
 - Participating in public events
6. Employment of public transit-related personnel
7. Personnel development and training
 - Driver training

- Supervisor training, including reasonable suspicion for supervisors
 - Customer service/dispatch operator training
8. Route development, scheduling and stop locations
 9. Comply with various performance measures such as On-time performance and others as noted in various planning documents and regulations
 10. Ensure compliance with Title VI, ADA, EEO, DBE and LEP requirements
 11. Assistance with transit related procurement activities
 12. Operational recommendations to the County
 13. Monitoring and evaluation of all operations, systems and procedures
 14. Safety planning, training and Risk management
 15. Finance, accounting and budgeting
 16. Preparation of monthly service, performance measures, NTD, and other reports
 17. Annual Operating Report
 18. Preparation of an annual budget
 19. Provision and reporting of data necessary for reporting to the National Transit Database (NTD) in the format requested by St. Johns County
 20. Transit Administration, as required
 21. Assistance in preparing for FTA Triennial Reviews
 22. Assistance in preparing for FDOT reviews
 23. Assistance in preparing for CTD reviews if needed
 24. Customer relations
 25. Compliance with all applicable federal, state and local regulations
 26. General maintenance of the transit vehicles in accordance with Attachment E
 27. General maintenance of Bus Shelters, IT resources/equipment, Transit Center site and building
 28. System and Transit Center site security
 29. Responsible for fuel costs
 30. Cooperate with County in operation/maintenance of fueling station and emergency generator
 31. Responsible for transit center electric, phone, internet water and sewer costs/maintenance
 32. Submit transit fuel tax rebate requests to Department of Revenue, proceeds to be used for operational costs
 33. Evaluation and implementation of fare strategies
 34. Providing adequate and comprehensive insurance
 35. Attendance at various required meetings, training, and conferences
 36. Work with County staff on updates to transportation related plans
 37. Works with municipalities, North Florida TPO, Northeast Florida Regional Council, Northeast Florida Regional Transportation Commission, LCB, St. Johns County Board of County Commissioners and local transit coalition
 38. Assists the County with grant funding solutions and prepares any data necessary for grant applications.

County's Responsibilities

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

1. Overall policy development
2. Approval of routes and stops
3. Establishment of fare policies and structure
4. Expansion or reduction of service
5. Designated recipient of all grant funds
6. Acquisition of capital necessary for system operations
7. Preparation of State and Federal grant applications and administration of those grants
8. National Transit Database (NTD) reporting to FTA, as required
9. Contract administration
10. Ownership of FTA purchased capital assets, including all rolling stock
11. Provide and invoice contractor for Fuel under the terms of this solicitation
12. Final annual budget determination for the provision of service

13. Long range planning for the transit service
14. Compliance with all applicable federal, state and local regulations

C. Transit Services Characteristics

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

Types of Services Provided

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

1. Deviated Fixed Route: "The Sunshine Bus" is the County's deviated fixed route system that serves primarily the urbanized areas of St. Johns County consisting of St. Augustine, St. Augustine Beach, and the rural areas of Hastings, Flagler Estates and the immediately surrounding unincorporated areas. In addition a connection to Duval County is provided by a route to the Avenues Mall in Jacksonville. This service is provided using funding from the County and funds the County receives from the Federal Transit Administration and State of Florida Block Grants. Additional funding is obtained by the SJCCOA through an FDOT 5310 grant to enhance mobility for seniors, persons with disabilities and transit-dependent populations. It is used to operate the Teal Line. SJCCOA also obtains an FDOT 5311 grant to support public transportation in rural areas and is used to assist in the operation of the Teal Line.

The deviated fixed route system is shown in Attachment "A".

The service hours are from 5:30 a.m. to 8:05 p.m., Monday through Saturday.

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

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

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

	2011		2012		2013	
	MB	DR	MB	DR	MB	DR
Unlinked Passenger Trips	175,616	90,956	179,921	87,423	182,584	86,404
Actual Vehicle Revenue Miles	410,368	680,748	432,692	704,565	441,358	721,777
Actual Vehicle Revenue Hours	35,072	41,200	35,361	71,766	35,764	72,583

MB – Motor Bus
 DR - Demand
 Response
 Data Source: NTD Reports
 2011-2013

2. Transportation Disadvantaged (TD) Service: This service is provided using funding made available to the County by the Florida Commission for the Transportation Disadvantaged (CTD) under Chapter 427, Florida Statutes. Certain seniors, persons with disabilities, low-income individuals, and others who meet the definition of "transportation disadvantaged" under Chapter 427, Florida Statutes, are eligible to use this service.

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

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

3. Medicaid Non-Emergency Medical Transportation: The County also serves as the provider of Medicaid funded nonemergency medical transportation under a contract with the Florida CTD, the statewide broker of Medicaid transportation.

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

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

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

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

4. Non-Emergency Stretcher Transportation: Current provider has a subcontract with a separate provider for this service. Proposals submitted pursuant to the RFP to which this scope of work is attached must address how contractor submitting the proposal will provide this service.

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

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

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

5. Local Human Service Agency Transportation: The current contractor also coordinates the provision of transportation with local human service agencies. These agencies have contracts with the County for the provision of specified customer transportation. Typically, the transportation purchased through the County involves ongoing group subscription transportation of customers to and from program sites. The local agencies identify the eligible customers, the desired arrival and pick-up times, and the program sites to be served. The contractor will be required to work with the local agencies involved in this type of service to arrange and provide the desired transportation.

Computer Hardware

The County shall provide the computers that the Contractor will use for providing service pursuant to this RFP. All other computer hardware will be provided by the Contractor with prior approval from the County. Procurement of any hardware

or software shall be in compliance with federal, state, and local regulations as applicable. Such hardware shall have the technical ratings and capabilities to fully utilize all of the functions of the scheduling, routing, and other software used by the County for the full term of the Contract. The County currently uses transit programs by Trapeze Software ULC. The Contractor shall be responsible for the proper care and handling of all County provided computer equipment.

Internet Services

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

Vehicle Maintenance

The contracted operator is responsible for vehicle, equipment and facility maintenance. The operator must keep vehicles, equipment and facilities in good operating condition. ADA accessibility features on all vehicles, equipment and facilities must be in good operating order. A written maintenance plan will be maintained and in compliance with federal, state and local requirements.

D. Sub-Contractors:

If the Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed by any sub-contract and the Contractor shall not be relieved of any obligations under this Contract.

PART IV: CONTRACT REQUIREMENTS

A. Insurance Requirements:

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$500,000.00 disease policy limit, and \$100,000.00 disease each employee.
2. Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$3,000,000, each occurrence, and property damage of not less than \$3,000,000, each occurrence. Combined single limit of not less than \$3,000,000, each occurrence will be acceptable unless otherwise stated.
3. Commercial Automobile and Truck liability covering any owned, hired, and non-owned vehicles with a combined single limit of not less than \$1,000,000.00, each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

COVERAGE AS FOLLOWS:

COMBINED SINGLE LIMIT (CSL)	\$1,000,000.00
BODILY INJURY (PER PERSON)	\$1,000,000.00
BODILY INJURY (PER ACCIDENT)	\$1,000,000.00
PROPERTY DAMAGE	\$1,000,000.00.

4. Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000 000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", consultant may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said contractor from its insurer; and nothing contained herein shall absolve contractor of this requirement to provide notice.

- a) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of contractor.
- b) The term "County" or "St. Johns County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of St. Johns County.
- c) St. Johns County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured.
- d) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's self-insured retention of whatever nature.

Please Note: The Vendor will be responsible to insure the transit equipment provided by the County for operations of the transit system in St. Johns County. The Vendor shall maintain the insurance coverage on all County-owned equipment to cover the risk of loss and/or damage to the equipment from any and every cause whatsoever. The Vendor shall procure and continuously maintain and pay for insurance against the loss of and damage to the equipment for nothing less than the actual cash value. The St. Johns County Board of County Commissioners shall be named as an additional insured on all insurance policies involving transit operations including vehicle coverage policies.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

B. Licenses, Permits & Fees:

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Consultant.

C. Contract Agreement & Term:

The intent of this RFP is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm. It is anticipated that St. Johns County will issue a professional services contract for the duration of the project.

The Contract Agreement for Management and Operations of St. Johns County Transit System shall be on a form furnished by the County. The initial Contract Term shall be for a period of five (5) years, with the opportunity to extend the contract for up to four (4) one year contract periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. The extension of this Contract Agreement beyond the stated term shall be contingent

upon satisfactory performance by the Contractor and the approval of the SJC Communications Division, and Purchasing Department Manager.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP.

D. Governing Laws & Regulations:

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

The proposal contents for the Deviated Fixed Route and paratransit operator are predicated on requirements of the designated operator as described in Federal Transit Administration (FTA) regulations, Florida Department of Transportation regulations, and St. Johns County policies including but not limited to Title VI, Equal Employment Opportunity, Americans with Disabilities Act, Disadvantaged Business Enterprise), Clean Air Act, Lobbying, Drug Free Workplace, as well as other applicable federal, state and local laws, rules, regulations, guidelines and requirements.

This procurement is solicited and will be made with funding assistance from the Federal Government under MAP-21 and State grant funds. The successful Offeror and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts. The contract will comply with FTA and FDOT requirements including but not limited to: 49 USC Chapter 53, and 49 CFR Section 18.36; FTA C 4220.1F; FTA C 5010.1D; FTA C 9030.1D; the FTA Master Agreement; any applicable Florida State Statutes; and all requirements hereinafter.

St. Johns County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, (23 U.S.C. 140 and 112), (49 CFR, Part 21), (42 U.S.C. Sub. Sec. 2000d), FTA C 4702.1A and other applicable federal regulations and orders, Executive Order 11625, (DOT Order 4000.7A), (DOT Order 4600.9A), hereby notifies all firms that it will require that affirmative efforts be made to ensure participation by minorities in any contract for consultant services entered into pursuant to this solicitation. Disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for selection.

The transit service shall be operated in compliance with and not limited to: 49 CFR Part 27; 49 CFR Part 37; 49 CFR Part 38; the DOT Disability Law Coordinating Council Guidance on Origin to Destination Service; and FTA C 9040.1F or newer.

E. Termination:

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

F. Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

G. Trade Secrets:

To invoke the provision of Florida Statute 624.4213, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

H. Public Records:

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

I. Use of County Logo:

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

PART V: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposal. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposal shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposal, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

B. RFP Package Submittal Format:

The RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFP Qualification Cover Page
2	Cover Letter
3	Approach and Budget
4	Personnel
5	Training of Employees
6	Reports and Record Keeping
7	Invoices
8	Marketing, Advertising, and Public Outreach
9	Advertising Sales
10	Transit Management Experience
11	References
12	Organization and Capacity
13	Cost/Budget
14	Risk Management and Safety/Security Processes and Techniques
15	MBE/WBE/DBE
16	Administrative Information

C. RFP Package Components:

All of the components outlined below must be included with the RFP Package and submitted as follows: one (1) original on 8 1/2" X 11" pages, numbered, 1 inch margins, typewritten with Times New Roman style and 12 size font and one (1) electronic disc containing one (1) PDF of the original documents. Additionally, all headings, sections and sub-sections shall be identified appropriately. All documentation shall be exact order and format as shown below. No exceptions to this format will be accepted.

Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted package. Should a package be submitted with the County's seal/logo included, the County reserves the right to find the submitting firm non-responsive to the requirements stated herein, which may result in the respondent being removed from consideration for award of a contract under this RFP.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified as follows:

Section 1: RFP Qualification Cover Page (Complete and Submit)

Section 2: Cover Letter

Provide a cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. The cover letter should provide the following:

- Respondent's name, contact person, business address, phone number, fax number and e-mail address of the individual(s) with authority to negotiate and contractually bind a contract.
- Provide an organizational chart

- Complete and attach Offeror's Warranty, Attachment "D"

Section 3: Approach and Budget

Provide a detailed description of how the requested services will be provided. Include a timeline for startup and a Transition plan that includes all activities necessary for the smooth operation of the deviated fixed route and paratransit services. The budget shall be based on the services and routes currently provided in St. Johns County, and must include a level of detail sufficient for reviewers to determine whether the proposed budget is realistic. Budget must include all direct (e.g., salaries and benefits for drivers, supervisors, materials, etc) and indirect costs (bookkeeping, human resources and legal services, etc). Offerors should carefully review the Contractor's Responsibilities as well as the details enumerated, below, in developing the budget. Any specific approach or methodology should be identified and clearly defined.

Section 4: Personnel

Provide a list of the positions necessary to perform the Scope of Work, and identify staff to be assigned to the County's projects; describe individuals' experience and expertise in providing similar services with other governmental entities in the last five (5) years. The list is to show the name of the position, the quantity of personnel required by position to perform the work, whether the position is a full-time or part-time position, and the salary for the various positions. Detailed resumes of the proposed General Manager and Operations Manager must be submitted (*Note: titles used in this RFP are illustrative and provided to help describe the intended function and role in proposer's organization.* Alternative, equivalent titles are acceptable provided the position's role and functions are clearly described in the *proposal*). The General Manager and Operations Manager candidates must be available for interview in St. Johns County upon request, and the proposal should include a statement guaranteeing the availability of the proposed General and Operations manager to the St. Johns County public transit system. Strong organizational skills to carry out the requested service and skills in marketing and public promotion/outreach will also be critical to the success of the St. Johns County system. The resumes shall at a minimum include the following:

- Previous work history
- Previous training
- Education
- Industry involvement

The proposal shall include statements from the General and Operations Manager that describe in their own words the management philosophy, practices and techniques that will be used to manage the system, and should include examples of service innovations implemented by the proposed Operations Manager at other systems.

General Manager (see resume requirement, above)

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

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

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

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

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

Operations Manager (see resume requirement, above)

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

Road Supervisors

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

The proposal must provide a detailed summary of the duties that will be assigned to the Road Supervisors, the qualifications of the personnel to be employed as Road Supervisors, and their relationship to the General Manager, Operations Manager, and Safety and Training Manager.

Safety and Training Manager

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

Other Staff

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

Reservations

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

Dispatching

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

Proposals should address the following relative to dispatch staff:

- Coordination and communications with the drivers
- Communication with the County Fleet Division for maintenance and road call related issues
- Procedures to ensure that actions on potential late trips are "proactive" rather than reactive
- Ensuring that drivers follow vehicle wait time and no-show policies
- Notification of customers if a vehicle has arrived or will arrive early
- Basic customer service skills
- Record (logbook) keeping techniques

Bookkeeping and Accounting

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

Drivers Fixed Route & Paratransit

The proposal must demonstrate that the Contractor shall provide an adequate pool of drivers to ensure that all scheduled runs are covered and pull-out on-time. The Contractor shall be entirely responsible for the employment and supervision of all the drivers necessary to operate the deviated fixed route and paratransit systems. The proposal should address driver recruitment, qualifications/certifications, screening, selection, training, supervision, employee relations, evaluation, discipline, retraining, and termination.

Driver Requirements

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

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

Case Worker

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

Section 5: Training of Employees

The Contractor shall consider the safety of customers, employees and the public as being of paramount importance in all aspects of service management and operations. Specific efforts to ensure safety shall include employee hiring, training and retraining to proficiency, effective safety programs, and effective service monitoring

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

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

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

- A. A summary of its safety programs (safety programs may include customer relations, defensive driving, refresher training, safety meetings, safety incentives, etc.) that will be used to encourage safety in the operations of this system.
- B. The formal procedure used by drivers, road supervisors, and general manager (and any other personnel involved) in handling routine incidents and accidents.
- C. A summary of its emergency response plan for Hazardous Materials for both the operational facility site and on-street incidents.
- D. A statement as to whether it has a Safety Committee and if it does the role of the Committee in developing and ensuring a team approach to maximizing operational safety, as well as the composition of said Committee.
- E. A list of all modules of training for all positions and time allotted for each module, qualifications of trainers, and certifications for successful completion of training, including ongoing training which will be used.
- F. A copy of its drug policy that demonstrates compliance with federal and state laws relating to drug testing and drug education to maintain a drug-free workplace as well as vehicle drivers and operations.
- G. A description of all training that will be provided to each customer service and administrative personnel throughout the contract term.
- H. Documentation of their training program designed to meet the FTA Security Awareness Training which must indicate all other training requirements for dispatchers, road supervisors, and other support staff that Contractor anticipates for both start-up and ongoing operations.
- I. A narrative description of the on-going mechanisms (which may include driver meetings, suggestions boxes, recognition programs, etc) that will be instituted to solicit and capitalize on feedback.
- J. A formal training and retraining program, both classroom and behind the wheel, for all drivers in accordance with Federal and State laws, and must include ADA and sensitivity training in providing customer service to distinct populations, such as the elderly, persons with disabilities, and culturally diverse groups. The training curriculum must be provided as part of this submittal. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind-the-wheel training under supervision of a certified instructor, and in-service training. Contractor must detail training provided to operators who are designated to operate services for special needs persons for County. The training curriculum should include passenger assistance training, defensive driving, familiarity with policies/procedures, wheelchair securement, disability awareness, communication (radio or cell phone) use, operation of vehicle features, and map reading. The description must include sample documentation of course material currently used for operator instruction; an explanation of the number of instructors that will be required to complete start-up and ongoing training (both classroom and behind-the-wheel instruction indicating temporary start-up training personnel vs. permanent training personnel), and will indicate which of the Contractor's instructors are local and familiar with the geographic area of County and routes proposed.
- K. A formal training program for drivers to ensure good conduct of passengers on the buses. The program must provide formal retraining measures, including criteria for determining the success of retraining efforts.
- L. A copy of the Contractor's Safety Record for the past three (3) years. The Contractor's safety record shall be evaluated based on the overall company safety record in public transportation fixed route and paratransit services. **Please provide the accident/incident rates in accidents/incidents per 100,000 miles.**

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

Section 6: Reports and Record Keeping

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

A. Daily Records

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

- Missed trips
- Revenue miles and hours, deadhead miles and hours
- Road calls and reason
- Daily transaction reports for compilation into monthly report summaries for fares, pass sales, Customer contacts including walk-in, telephone, internet and fax.

B. Monthly Reports

- i. A Monthly Operating Report shall be submitted which will include, at a minimum, the following data:

Paratransit

- Total one-way eligible customer trips requested
- Total trips scheduled
- Total trips scheduled more than 60 minutes from requested time
- Total advance cancellations
- Total late cancellations
- Total no-shows
- Total missed trips
- Total trips provided to eligible customers
- Total PCAs transported
- Total companions/escorts transported
- Total customers (eligible customers, PCAs, companions)
- Total eligible customer will-call trips
- Total vehicle hours (pull-out to pull-in)
- Total vehicle-revenue-hours (first pick-up to last drop-off less scheduled breaks)
- Total deadhead vehicle-hours
- Total vehicle miles (pull-out to pull-in)
- Total revenue hours (first pick-up to last drop-off less scheduled breaks)
- Total deadhead vehicle miles
- Total fixed route ridership
- Ridership by route.

Fixed route

- The scheduled and actual hours for each fixed route.
- A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances for fixed route.
- Contractor Fixed Route Performance report which reports and ranks each route monthly based on the following:
 - Passengers per revenue mile
 - Vehicle miles
 - Percent farebox return (percent of operating cost recovered through farebox)
 - Scheduled and actual Revenue Miles.
 - Scheduled and actual Revenue Hours.
 - Changes to staffing.
 - A historical record describing route changes including, but not limited to:

- a. Addition of Route(s)
- b. Combination of Routes
- c. Other Route Scheduling Changes
- d. Running Time Adjustments
- e. Any other information the County reasonably requests.

C. Quarterly Reports

- Safety Manager/Road Supervisor Ride Check Reports
- Drug and alcohol program report

D. Annual Reports

- Drug and alcohol MIS report
- NTD Report (see below)
- AOR Report

E. National Transit Database (NTD) Reporting

The Contractor shall be responsible for accurately providing the County with the information that is to be reported to the National Transit Database. Contractor shall also assist the County in any audit/review conducted by FTA, FDOT, or other regulatory or funding partner.

The Contractor shall track NTD Revenue Service Miles and Hours, NTD Total Miles and Hours, and report totals on a monthly and yearly basis. NTD Revenue Service Miles/Hours, Deadhead Miles/Hours, and Total Miles/Hours, are defined as:

a) Revenue Service (Miles/Hours): The time when a vehicle is available to the general public and there is an expectation of carrying passengers. These passengers either directly pay fares, are subsidized by public policy, or provide payment through some contractual arrangement.

b) Deadhead (Miles/Hours): The miles and hours that a vehicle travels when out of revenue service. Deadhead includes:

- 1) Leaving or returning to the garage or yard facility, or
- 2) Changing routes and when there is no expectation of carrying revenue passengers.

c) Deadheading:

1) Vehicles traveling from a dispatching point to the first passenger pick-up point are considered deadheading and are not included in revenue service. Therefore, do not report this travel as NTD revenue service miles/hours.

2) Vehicles traveling back to a dispatching location are considered deadheading. Do not report this travel as NTD revenue service miles and hours.

3) Vehicles traveling with or without passengers while available to carry passengers between pick-up/drop-off points are considered NTD revenue service miles and hours.

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

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

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

Section 7: Invoices

Proposals must include sample invoices. Invoices for services provided shall be submitted no later than the 20th day of each month following the month of invoicing period.

Section 8: Marketing, Advertising, and Public Outreach

Proposals must include a marketing program that will run with the term of the contract entered pursuant to this RFP. The purpose of the marketing plan is to maintain the ridership base and attract new riders to public transit service, in particular the fixed route system.

Section 9: Advertising Sales

It is the County's intention that revenue to support transit operations shall be generated through the sale of advertising space on the vehicles, and that the advertising program be administered by the contracted transit provider. Therefore, proposals must include a description of the advertising sales program that the contractor will implement upon award of the contract. This must include a description of the types of advertising that will be sought, portion/areas of the vehicles on which advertising will be allowed, how the Contractor will solicit sales, proposed price structure, and other details essential to an advertising sales program.

Section 10: Transit Management Experience

Required for this section are the following:

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

Section 11: References

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

Section 12: Organization and Capacity

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

Section 13: Cost/Budget

Attach a cost breakdown form by account line item (see sample table below) that depicts the first year's annual cost to operate the entire system in accordance with the Scope of Services contained herein. Please note that the operating budget must coincide with the County's fiscal year (October 1 – September 30) and approved annually during the budget process of the County as will be further discussed in the contract resulting from this RFP. Actual cost are subject to contract negotiations.

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

Section 14: Risk Management and Safety/Security Processes and Techniques

The Contractor must adhere to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for “safety-sensitive” employees. The contractor is subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees.

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

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

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

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

Contractor agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of Contractor’s substance abuse policy; and (3) the

name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by County, may result in the Agreement being terminated for default.

The Contractor shall certify annually its compliance with Part 655 before February 1st of each year. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. In addition to the annual compliance report, the Contractor agrees to provide the County with a copy of its policy; employee and supervisor training documentation; name and location of the collection site, laboratory, MRO, BAT, STT and SAP; a description of its random selection process; and quarterly management reports summarizing test results.

Contractor shall have a written Drug-Free Workplace Policy that meets Federal Transit Administration requirements for Drug/Alcohol testing of all safety sensitive employees to include pre-employment, random, post-accident/incident, and probable cause, return to duty, and follow-up testing.

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

Section 15: MBE/WBE/DBE

Provide current copy of certificate of MBE/WBE/DBE

Section 16: Administrative Information

Please include the following:

- Proof of Liability Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Acknowledged Addenda

**ST. JOHNS COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS**

DATE:
PROJECT:

[illegible]

PRINT NAME:

DATE:

PART VII:- ATTACHMENTS/FORMS

**REQUEST FOR PROPOSALS (RFP) NO: 16-37
MANAGEMENT AND OPERATIONS OF
ST. JOHNS COUNTY TRANSIT SYSTEM**

COVER PAGE

**SUBMIT ONE (1) ORIGINAL PAPER SUBMITTAL
AND ONE (1) ELECTRONIC DISC CONTAINING
ONE (1) PDF OF THE ORIGINAL DOCUMENTS TO:**

**PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084
ATTN: Karen Fullerton, Procurement Supervisor**

COMPANY NAME: _____

DATE: _____

**REQUEST FOR PROPOSALS (RFP) NO: 16-37
MANAGEMENT AND OPERATIONS OF
ST. JOHNS COUNTY TRANSIT SYSTEM**

Company Name: _____

**St. Johns County Board of County Commissioners
Drug-Free Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Signature

Date

**REQUEST FOR PROPOSALS (RFP) NO: 16-37
MANAGEMENT AND OPERATIONS OF
ST. JOHNS COUNTY TRANSIT SYSTEM**

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is _____ (Title) of _____ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 16-37 – Management and Operations of St. Johns County Transit System.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Proposer)

By _____

(Title)

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

**REQUEST FOR PROPOSALS (RFP) NO: 16-37
MANAGEMENT AND OPERATIONS OF
ST. JOHNS COUNTY TRANSIT SYSTEM**

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex.CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this ____ day of _____, 20____.

Signature of Affiant

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 20____, by _____
who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

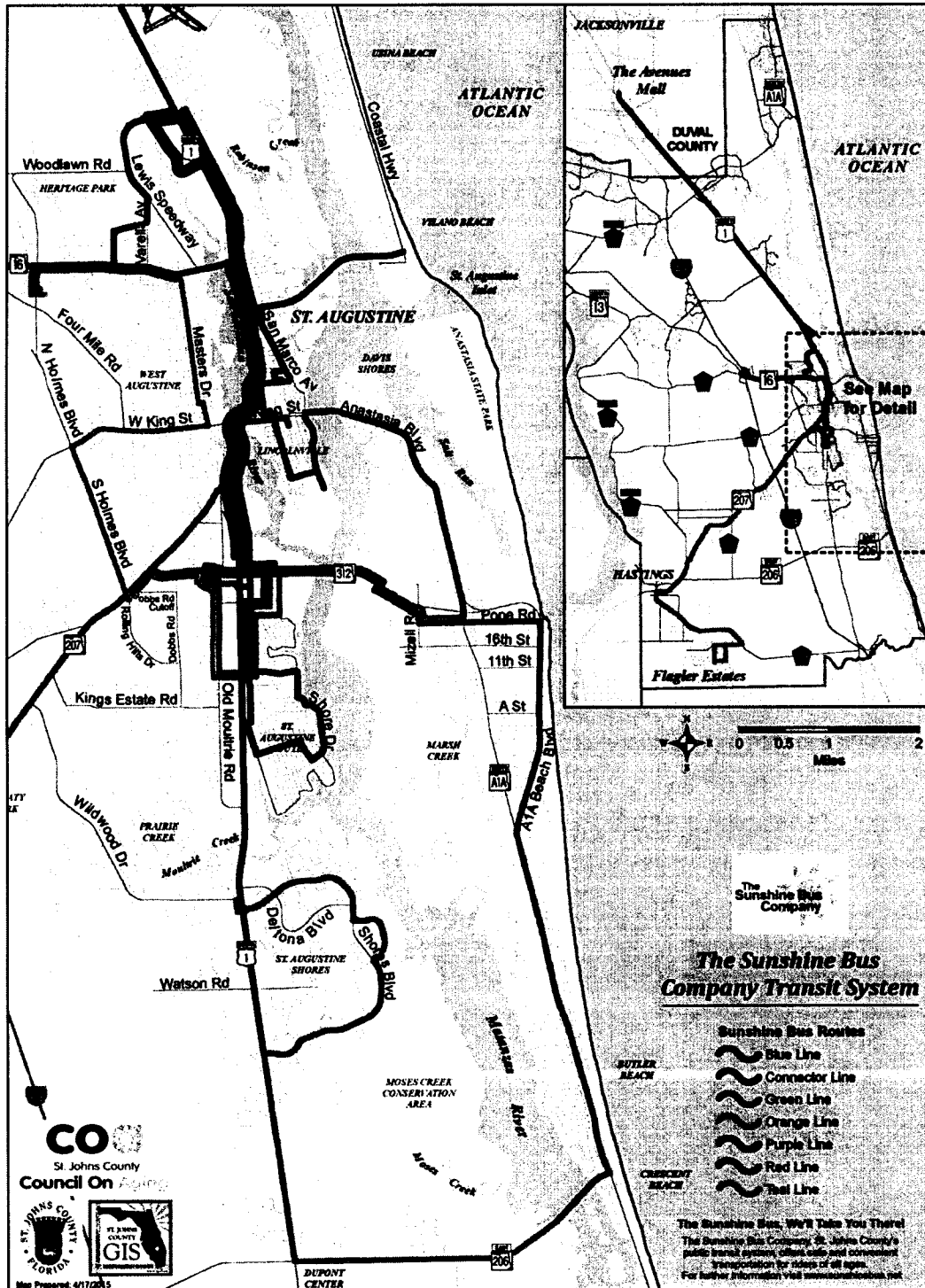
Notary Public

My commission expires:

REQUEST FOR PROPOSALS (RFP) NO: 16-37
MANAGEMENT AND OPERATIONS OF
ST. JOHNS COUNTY TRANSIT SYSTEM

ATTACHMENT "A"

Bus Routes for St. Johns County Sunshine Bus Company



**REQUEST FOR PROPOSALS (RFP) NO: 16-37
MANAGEMENT AND OPERATIONS OF
ST. JOHNS COUNTY TRANSIT SYSTEM**

ATTACHMENT "B"

VEHICLE INVENTORY

Note MB designates Motor Bus used in the deviated fixed route and DR designates Demand Response used in the paratransit system.

Year	Make	VIN #	Model	Type of Fuel	Passenger Capacity/WC	MB or DR
2007	Chevy	1GBE4V1236F419395	Sm Bus	diesel	12 Pass 2 WC	DR
2007	Chevy	1GBJG31U71133527	Sm Bus	diesel	14 Pass	DR
2007	Chevy	1GBKG31U771133401	Sm Bus	diesel	14 Pass	DR
2007	Chevy	1GBJG31U071142182	Sm Bus	diesel	8 Pass 2 WC	DR
2007	Chevy	1GBJG31U471144257	Sm Bus	gas	8 Pass 2 WC	DR
2007	Chevy	1GBJG31UX71142139	Sm Bus	gas	8 Pass 2 WC	DR
2007	Chevy	1GBJG31U571133493	Sm Bus	gas	14 Pass	DR
2008	Chevy	1GBJG31U971209829	Sm Bus	Gas	14 Pass	DR
2007	Chevy	1GBJG31UZ71210522	Sm Bus	gas	14 Pass	DR
2008	Chevy	1GBJG31KX81114535	Sm Bus	gas	14 Pass	DR
2008	Chevy	1GBJG31K08113748	Sm Bus	gas	14 Pass	DR
2008	Chevy	1GBJG31K881115537	Sm Bus	gas	14 Pass	DR
2008	Chevy	1GBJG31K581120016	Sm Bus	gas	14 Pass	DR
2009	Chevy	1GBDV13W58D207579	Mini Van	gas	4 Pass 1 WC	DR
2009	Chevy	1GBJG31K281232482	Sm Bus	gas	14 Pass	DR
2009	Chevy	1GBJF31K281233602	Sm Bus	gas	15 Pass	DR
2010	Chevy	1GB662AG9A1102975	Sm Bus	gas	9 Pass/2 WC	DR
2011	Chevy	1GB965AG6A1159200	Sm Bus	gas	16 Pass/2WC	MB
2011	Chevy	1GB965AG8A1159022	Sm Bus	gas	16 Pass/2WC	MB
2011	Chevy	1GB965AG3A116887	Sm Bus	gas	16 Pass/2WC	MB
2011	Chevy	1GB965AG1A1159699	Sm Bus	gas	16 Pass/2WC	MB
2011	Chevy	1GB3G2BG0B1161660	Sm Bus	gas	8 Pass/1 WC	DR
2011	Chevy	1GB6G5CGXC1110228	Sm Bus	gas	12 Pass/ 2 WC	DR
2012	Chevy	1GB6G5BG5C1134843	Sm Bus	gas	16 Pass/2WC	MB
2012	Chevy	1GB6G5BG4C1135286	Sm Bus	gas	16 Pass/2WC	MB
2012	Chevy	1GB6G5BG8C1134707	Sm Bus	gas	17 Pass/2WC	MB
2012	Chevy	1GB6G5BG5C1134261	Sm Bus	gas	18 Pass/2WC	MB
2012	Ford	1GB3G2BG7B1171263	Sm Bus	gas	Stretcher	DR
2012	Ford	1FDEE3FL5CDA95819	Sm Bus	gas	16 Pass/2 WC	DR
2013	Chevy	1GB6GBG0D1123384	Sm Bus	gas	16 Pass/2 WC	DR
2012	Chevy	1GB3G2BGXD1163502	Sm Bus	gas	16 Pass/2 WC	DR

2013	Chevy	1GB3G2BG0E1129036	Sm Bus	gas	12 Pass/ 2 WC	DR
2013	Ford	1FBGF5Y5EEA69150	Sm Bus	gas	20 Pass/2 WC	MB
2013	Ford	1FDGF5GY7EEA69151	Sm Bus	gas	21 Pass/2 WC	MB
2014	Ford	1FDGF5GY9EEB88321	Sm Bus	gas	20 Pass/2 WC	MB
2014	Chevy	1GB3G2BG4E1174075	Sm Bus	gas	8 Pass/2 WC	DR
2014	Chevy	1GB3G2BG6E119317	Sm Bus	gas	8 Pass/2 WC	DR
2014	Ford	1FDGF5GY2FEB00825	Sm Bus	gas	20 Pass/2 WC	MB
2014	Dodge	2C7WDGBG8ER476577	Mini Van	gas	2 Pass/1WC	DR
2015	Ford	1FDGF5GY6GEA30411	Sm Bus	gas	12 Pass/ 2 WC	MB
2015	Ford	1FDGF5GY8GEA30412	Sm Bus	gas	12 Pass/ 2 WC	MB
2015	Ford	1FDGF5GY9GEA40334	Sm Bus	gas	12 Pass/ 2 WC	MB
2015	Ford	1FDGF5GY0GEA40335	Sm Bus	gas	12 Pass/ 2 WC	MB

Note: This vehicle inventory is correct as of 3/10/2016. Minor changes in the inventory could occur between now and the submission of a proposal.

**REQUEST FOR PROPOSALS (RFP) NO: 16-37
MANAGEMENT AND OPERATIONS OF
ST. JOHNS COUNTY TRANSIT SYSTEM**

ATTACHMENT "C"

REQUIRED FEDERAL CLAUSES

1. No Government Obligation to Third Parties

Applicability to Contracts

Applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements and Related Acts

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Applicability to Contracts

These requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Access to Records and Reports

**49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17**

Applicability to Contracts

These requirements are applicable to all contracts. **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through

the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Sources of Authority

1. 49 USC 5325 (a)
2. 49 CFR 633.17
3. 18 CFR 18.36 (i)

4. Federal Changes

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

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.

5. Civil Rights Requirements

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

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

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective

employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

6. Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220.1E

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The incorporation of FTA terms has unlimited flow down.

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

7. Energy Conservation Requirements

42 U.S.C. 6321 et seq. 49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and

subrecipients and their subagreements at every tier.

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.

8. Termination

49 U.S.C. Part 18 FTA Circular 4220.1E

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

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

If it is later determined by the (Recipient) 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 (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision)** The (Recipient) 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 (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to

preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default (Supplies and Service)** If 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 (Recipient) may terminate this contract for default. The (Recipient) 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 Recipient.

- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) 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 Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) 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 (Recipient).

- h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient 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 Recipient in completing the work.

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

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

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

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

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

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

If, after termination for failure to fulfill contract obligations, it is determined that 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 Recipient.

- j. **Termination for Convenience or Default (Cost-Type Contracts)** The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) 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 (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) 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 (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), 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 (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond

the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

9. Government-Wide Debarment and Suspension (Nonprocurement)

49 CFR Part 29 Executive Order 12549

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Suspension and Debarment

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

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

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

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

10. Breaches and Dispute Resolution

49 CFR Part 18 **FTA Circular 4220.1E**

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

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

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages 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 (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) 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 (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. Lobbying

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

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

12. CLEAN AIR

**42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18**

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

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

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

13. Clean Water Requirements

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

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

Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

14. Contract Work Hours and Safety Standards Act

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Contract Work Hours and Safety Standards

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

15. Transit Employee Protective Agreements

**49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215**

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

Transit Employee Protective Provisions.

1. The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a. *General Transit Employee Protective Requirements* - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S.

DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

§ 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

2. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

16. Charter Bus Requirements

49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR 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 under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

17. School Bus Requirements

49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts

The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

18. Drug and Alcohol Testing

**49 U.S.C. §5331
49 CFR Parts 653 and 654**

Applicability to Contracts

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

Drug and Alcohol Testing

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Florida and the recipient St. Johns County to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports before -March 15 to the St. Johns County Transit Grant Specialist at 4040 Lewis Speedway, St. Augustine, Fl. 32084. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

19. Disadvantaged Business Enterprise(DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 3 %. A separate contract goal **DBE participation has not** been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **St. Johns County** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

- c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from **St. Johns County**. In addition, the contractor is **required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by St. Johns County and contractor's receipt of the partial retainage payment related to the subcontractor's work.**
- d. The contractor must promptly notify **St. Johns County**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **St. Johns County**.

20. Recycled Products

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" became effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements flow down to all contractor and subcontractor tiers.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

21. ADA Compliance

In entering into this contract the contractor ensures that it will meet all of the requirements of the DOT/FTA ADA regulations. The contractor is responsible for meeting the requirements of 49 CFR Parts 27, 37, 38, and 39.

The contractor shall not discriminate against an individual with a disability in connection with the provision of transportation services. The provision of service includes accessibility to all transportation services to include access to vehicles and facilities used in and associated with the provision of public transportation services.

**REQUEST FOR PROPOSALS (RFP) NO: 16-37
MANAGEMENT AND OPERATIONS OF
ST. JOHNS COUNTY TRANSIT SYSTEM**

ATTACHMENT "D"

OFFEROR'S WARRANTY

The undersigned person warrants that:

1. They are an officer of the organization.
2. They have carefully examined the RFP, and any other documents accompanying or made a part of this RFP.
3. They are authorized to offer a proposal in full compliance with all requirements and conditions as set forth in the RFP.
4. They have fully read and understand the RFP and have full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed including but not limited to all applicable Federal, State, and local laws.
5. This RFP is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Okaloosa County Board of County Commissioners, or of any other Offeror interested in said proposal; and that the undersigned executed this Offeror's Warranty with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

OFFEROR:

BY:

(SIGNATURE)

(PRINT NAME & TITLE)

(NAME OF COMPANY)

(ADDRESS)

(CITY, STATE, ZIP CODE)

(TELEPHONE)

PART VIII: CHECKLIST

**REQUEST FOR PROPOSALS (RFP) NO: 16-37
MANAGEMENT AND OPERATIONS OF
ST. JOHNS COUNTY TRANSIT SYSTEM**

[illegible]

PART IX: SEALED RFP MAILING LABEL

**REQUEST FOR PROPOSALS (RFP) NO: 16-37
MANAGEMENT AND OPERATIONS OF
ST. JOHNS COUNTY TRANSIT SYSTEM**

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed RFP"**

SEALED RFP • DO NOT OPEN	
SEALED RFP NO.:	RFP 16-37
RFP TITLE:	MANAGEMENT AND OPERATIONS OF ST. JOHNS COUNTY TRANSIT SYSTEM
DUE DATE/TIME:	By 4:00PM – June 9, 2016
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: Karen Fullerton 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT



St. Johns County Board of County Commissioners

Purchasing Division

May 16, 2016

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: RFP No. 16-37 Management and Operations of St. Johns County Transit System

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Karen Fullerton, Procurement Supervisor; 500 San Sebastian View; St. Augustine FL 32084.

Clarifications/Changes:

The Pre-Proposal and Site Visit Meeting location and time have been changed. The Pre-proposal and Site Visit Meeting will be held on site at the County Transit Building located at 2595 Old Moultrie Road, St Augustine FL 32086 at 2pm on May 19, 2016.

For information relating to the Florida Transit Information System (FTIS), please visit their website using the provided link below:

FTIS : INTDAS - Integrated National Transit Database Analysis System

The following are corrections to the RFP document:

Part III : 3. Medicaid Non-Emergency Medical Transportation: The ~~County~~ Contractor also serves as the provider of Medicaid funded nonemergency medical transportation under a contract with the Florida CTD, the statewide broker of Medicaid transportation.

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

Part III : 4. Non-Emergency Stretcher Transportation: Current provider provides all Stretcher Transportation ~~has a subcontract with a separate provider for this service.~~ Proposals submitted pursuant to the RFP to which this scope of work is attached must address how contractor submitting the proposal will provide this service.

The ~~Contractor's St. Johns County~~ contract with the Florida Commission for the Transportation Disadvantaged to provide Medicaid Non-Emergency Transportation includes the requirement to provide bariatric stretcher services when necessary.

Part III: 5. Local Human Service Agency Transportation: The current contractor also coordinates the provision of transportation with local human service agencies. These agencies have contracts with the Contractor ~~County~~ for the provision of specified customer transportation.

Computer Hardware

The County shall provide the computers that the Contractor will use for providing service pursuant to this RFP. All other computer hardware will be provided by the Contractor with prior approval from the County. Procurement of any hardware or software shall be in compliance with federal, state, and local regulations as applicable. Such hardware shall have the technical ratings and capabilities to fully utilize all of the functions of the scheduling, routing, and other software used by the County for the full term of the Contract. The Contractor ~~County~~ currently uses transit programs by Trapeze Software ULC. The Contractor shall be responsible for the proper care and handling of all County provided computer equipment.

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

	MB	DR	MB	DR	MB	DR
	175,616	90,956	179,921	87,423	182,584	86,404
	410,368	680,748	432,692	704,565	441,358	721,777
	35,072	41,200	35,361	71,766	35,764	72,583

MB—Motor Bus

DR—Demand
Response

Data Source: NTD Reports
2011-2013

Table Replaced with below:

<u>MB</u>	<u>FY 2011</u>	<u>FY 2012</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>
<u>Trips</u>	<u>202,899</u>	<u>237,132</u>	<u>254,162</u>	<u>259,402</u>	<u>293,239</u>
<u>Hours</u>	<u>23,141</u>	<u>23,212</u>	<u>23,282</u>	<u>23,210</u>	<u>24,559</u>
<u>Miles</u>	<u>478,467</u>	<u>466,125</u>	<u>465,165</u>	<u>480,511</u>	<u>52,541</u>
<u>DR</u>	<u>FY 2011</u>	<u>FY 2012</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>
<u>Trips</u>	<u>13,011</u>	<u>19,274</u>	<u>22,588</u>	<u>19,010</u>	<u>17,192</u>
<u>Hours</u>	<u>6,729</u>	<u>9,225</u>	<u>12,997</u>	<u>10,289</u>	<u>93,561</u>
<u>Miles</u>	<u>73,451</u>	<u>93,813</u>	<u>127,408</u>	<u>103,058</u>	<u>86,629</u>

Note: FY 2015 numbers have yet to be validated by NTD

Note: FY 2016 is not yet complete

Figures are derived from yearly NTD Data Reports

Questions:

1. What is the Council on Aging's role in the RFP process? Are they a bidder or a partner? Will the council assume the role as the Medical Assistance Coordinator? **They do not have a role in the RFP process. They are the current contract holder and are eligible to submit an RFP.**
2. Does the facility have maintenance capabilities? **Yes.**
3. When or can we tour the facility? **A site visit will follow the Pre-proposal Meeting on Thursday May 19th at 2pm located at the County Transit Building located at 2595 Old Moultrie Road, St Augustine FL 32086.**
4. Can we get a diagram/blueprint of the facility? **Yes.**
5. Are there fuel tanks at the facility site that would be available to the contractor? If so are they diesel, regular, or both? **Yes; there are both diesel and regular gas tanks.**
6. Is maintenance/bus washing done on site? Is bus washing equipment available? Are bus hoists/lifts available? Is there any other maintenance equipment for the use of the contractor? **Maintenance and bus washing is done on site and equipment to do both are available to include a pressure washer and a lift for maintenance. There is sufficient maintenance equipment to perform most required maintenance.**
7. Are all vehicles stored on site? If so, are they inside or outside? Are there parking restrictions? **All vehicles are stored on site in an outside parking lot with sufficient parking for the current fleet.**
8. What are maintenance requirements (for ex. preventative maintenance within 10% compliance of interval 80% of the time)? **Maintenance requirements comply with Federal Transit Administration guidelines.**
9. Does the County provide and pay for major component repairs such as engines and transmissions? **The operator first pays for and performs repairs and then invoices the County.**
10. What is the replacement plan for buses? For example, are they replaced after mileage requirements or so many years in service? Are there any buses that are due for replacement? When is the replacement scheduled? **The replacement of buses is done based on mileage and age of vehicle as outline in Federal Transit Administration Guidelines.**
11. Can we have access to maintenance records for all buses in the last 12 months? And major repairs during the lifetime on all buses (such as engine replacements, transmissions, etc.)? **Maintenance records can be accessed on site at the maintenance facility. Records are maintained by the operator.**
12. What is the cost associated with the facility- such as rent, utilities, taxes, lawn maintenance, repair, insurance, and other costs? **It is the responsibility of the operator to pay for these costs and then to invoice the County for those costs.**
13. Will any staff from the County or Aging Council be onsite? If so what hours would they be there? What are their roles, job responsibilities, and titles? **All COA staff responsible for the administration, operating and maintenance of the system are on site; to include all managers, schedulers, dispatchers, drivers and maintenance personnel.**
14. Does the County provide hardware such as phones, printers/scanners, computer hardware, business hardware, routers, video security, etc.? Who is responsible to support this hardware? **This hardware is provided by Federal Transit Administration grant funding the County receives to operate the system. The operator is responsible for maintaining the hardware but can invoice the County for operating costs.**

15. Are computers part of a networked system? Is there a server? If so, who provides the network support/security? **Computers are part of the in house network system. As with other hardware these item are purchased by the County and paid for by Federal Transit Administration funding.**
16. What business applications (Trapeze or other software) will be provided through this contract? **The scheduling software used is Trapeze.**
17. What fixed route dispatch software application is being used? Is the Trapeze demand software being manipulated to achieve the fixed route schedules? **Dispatch for the fixed route is done manually.**
18. What is the role of Route Match in the service and what version do you use? What modules and resources are available? **Route Match is not used.**
19. Are office furnishings provided? Is there an office cleaning service provided? **Office furnishings are provided. The operator contracts for office cleaning.**
20. Are there cameras installed in the buses? Who is responsible to support the hardware? Who manages the data collection and review? **Cameras are installed in the buses but I am unsure of how support is done. I assume it is part of the operating costs that are invoiced and paid by Federal Transit Administration grant funding.**
21. Can you explain the fare types? **Only for the fixed route.**
22. How do you sell fare media and who is responsible for managing it? **The operator is responsible for this.**
23. Is there fare collection equipment installed on buses? If so, what kind? **Fare is collected manually in manual fare boxes.**
24. Is there a customer service line managed by the council? Will the council intake complaints and facilitate resolutions? Or, is the contractor require to manage the complaint resolution process? **Customer service is managed by the operator.**
25. Is there a Master Lease Agreement available? **Yes.**
26. Can we get a breakdown of the Fixed Route and Paratransit service's daily and monthly revenue hours? **Paratransit averages 116 per day and 2460 per month. The fixed route averages 87 per day and 2235 per month.**
27. How many vehicles are needed per hour per operational day? **8 for the fixed route and the paratransit varies at an average of 21 per weekday and 4 on Saturday.**
28. Are there performance bonuses available for quality of service? **No.**
29. What are your average call hold times? **About 9 seconds.**
30. Is this a door-to-door service? Is this considered STS regulated service? **Paratransit is door to door.**
31. Is the contractor paid by a revenue hour or budget model of service? How is the contractor to price the service? Will you provide the total revenue hours allocated by month per service in order to provide the appropriate pricing model? Does the council want an aggregate price for the service as a whole? Or should a price be provide separately for each service type? **A monthly billing of all operating cost is provided.**
32. Is there a fuel escalator (price surcharge) for fuel (all types)? **Fuel is purchased from the county; all vehicles have a key to access county pumps. At the end of the month the County sends the operator a bill.**

33. What is the current marketing plan/procedures? What is the current budget for the marketing operations?
County has no marketing; if marketing is done it is done by the operator.
34. What is the current outreach program plan, procedures, and goals? What is the current budget for the outreach program? **Done by operator. There is a County Transit Development Plan with goals and objectives. This plan has a public involvement part.**
35. In the RFP, there's a table showing total trips, revenue miles, and revenue hours for years 2011-2013. Please provide the next three years numbers as well (2014-2016)?

MB	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
Trips	202,899	237,132	254,162	259,402	293,239
Hours	23,141	23,212	23,282	23,210	24,559
Miles	478,467	466,125	465,165	480,511	52,541
DR	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
Trips	13,011	19,274	22,588	19,010	17,192
Hours	6,729	9,225	12,997	10,289	93,561
Miles	73,451	93,813	127,408	103,058	86,629

Note: FY 2015 numbers have yet to be validated by NTD

Note: FY 2016 is not yet complete

Figures are derived from yearly NTD Data Reports

36. Also, in the same table the passenger trips per revenue hour for Motor Bus (MB) was a consistent 5.0, 5.1, and 5.1. The Deviated Route (DR) numbers over the same period are 2.21, 1.22, and 1.19. Is there any specific reason why the DR trips per revenue hour decreased? **A lot of that has to do with Medicaid trips because of contract changes.**
37. Do mechanics need any specific or general certification (for example ASE)? **Not required but preferred.**
38. What is the County's Advertising Sales Program? Please provide the budget and Advertising Plan for this program. **The County does not have an Advertising Sales Program; the operator does that.**
39. Mobile Data Terminals need a cellular plan to operate. Does the County pay for the cellular cost to operate the MDTs? **Cost would be paid by the contractor and then invoiced to the County.**
40. What kinds of requirements are needed for onsite security (video monitoring, gates, guard, and alarm system)? **There are cameras on site.**
41. How long is the contract for? **5 years.**
42. What is the start and end date of the contract? **When negotiations are complete.**
43. Are contract extensions in place to be considered? **Extensions will be part of the contract as an opportunity to extend based on performance and agreement between the County and the contractor.**
44. Is pricing based on revenue hours or a budget? **A budget.**
45. Is a sample contract for service operations available to review? **No.**

46. What was the budget and actual cost of all services during the last fiscal year? Can this information be provided by service type? ***We can provide a copy of the last fiscal year NTD report but be advised that it has yet to be approved by FTA.***
47. Can you provide a list of all subcontracted agencies, entities or individuals providing current services? To include: ***The following underlined services are not contracted out***
- a. Stretcher services
 - b. Medical Transportation Service
 - c. Maintenance
 - d. Training
 - e. Inspection (I am assuming you are asking about vehicle inspections)
 - f. Coordination
 - g. Eligibility
48. Can you provide a list of all fixed route bus stops? ***They can be provided in a GIS shape file.***
49. What repairs to bus stops have been done over the last 12 months? Please provide a description of each repair, parts and labor. ***No repairs only about 3-4 have been replaced.***
50. Would the contractor be responsible for improvements to bus stops? ***Done by the County sign shop.***
51. Is it required that a bidder be a MBE/WBE/DBE in order to be a responsive bid? ***The bidder is not required to be MBE/WBE/DBE certified in order to be considered a responsive bidder.***

RFP Due Date remains June 9, 2016 at 4:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Karen Fullerton
Procurement Supervisor

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

May 31, 2016

ADDENDUM #2

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: RFP No. 16-37 Management and Operations of St. Johns County Transit System

This Addendum #2 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Karen Fullerton, Procurement Supervisor; 500 San Sebastian View; St. Augustine FL 32084.

Clarifications/Changes:

Copies of the following documents are available for general information and review on the St Johns County FTP website by using the link below:

<ftp://ftp.bocc.co.st-johns.fl.us/ftppurch11/RFP%2016-37%20Transit%20System/>

- *Community Transportation Coordinator(CTC) Designation Memorandum of Agreement*
- *Disadvantaged Transit and Service Plan*
- *Mobile Data Terminal (MDT) Sub-Recipient Agreement and Invoice*
- *Site Plan(s) of St Johns County Transit Facility*
- *Three previous months of Invoices for services*
- *Current Vehicle List*
- *2016 Transit Contract*

The due date for questions and RFP submittals has been changed as follows:

Due Date for Questions: Thursday June 9, 2016 5:00 pm.

RFP Due Date: Thursday June 23, 2016 at 4:00 p.m.

Questions:

1. Are there Mobile Data Terminals on buses? If so what kind and what software is used? Who supports the MDTs for issues/repairs? **Yes; Rugged Ranger 4.0 with Trapeze on all vehicles except two. Items are still under warranty.**
2. Do you have an IT department/support for equipment? Is there support for Trapeze available? **The operator contracts out for IT support.** Is there support for any other of the business applications that will be provided? **The contractor is responsible for all applications**
3. What version of Trapeze do you use? **Version 12 but will be upgrading to version 15 in the near future.** Is the dispatch software provided? Is IT Support provided? Is upgrade and help desk support provided? **Trapeze is still under warranty.**
4. We use trapeze and other dispatch software solutions in our other operations. We have found that trapeze does not offer many resources that other solutions do. Therefore, we would have a preference to use a different software application. This would add to the cost of service to the contractor and the proposed pricing. Does the county desire that the service is operated using trapeze? Will the county take into consideration the savings incurred of not supporting the trapeze system when reviewing cost proposal? Will the county add back the cost savings of not using the Trapeze system when judging the over-all cost proposal of a contractor? **County has no preference.**
5. Are there liquidated damages requirements tied with contract obligations associated with on-time performance for example? **Yes with the Medicaid brokers.**
6. The transition team General Manager and Operations Manager are currently working for our firm. The proposal requires statements and interviews of the General Manager and Operations Manager these managers. These positions are open for hire and are staffed by transition team members. Do you expect these managers to be hired before the award of the contract? **Provide as noted in RFP**
7. What is the current cost or price per revenue hour for each type of service requested in the RFP? **\$41.39 for the latest NTD report for Fixed Rate and \$65.95 for latest NTD report for Demand Response. Note; latest NTD report has yet to be closed by FTA.**
8. What maintenance is required for bus stops and what is the interval? **Performed by Contractor to maintain clear and safe for patrons, as needed.**
9. Can you explain the fare types?

Paratransit Private Pay Fares:

TRANSPORT TYPE	REGULAR HOURS	WEEKENDS
----------------	---------------	----------

*LOADING FEE

AMBULATORY.....*\$2.75+\$2.63/MILE.....\$90.00+\$2.63/MILE

WHEELCHAIR.....*\$5.50+\$2.63/MILE.....\$90.00+\$2.63/MILE

STRETCHER.....*\$40.00+\$2.63/MILE.....\$118.00+\$2.63/MILE

Deviated Fixed Rate Fares:

\$1.00 per one-way trip

\$30.00 monthly pass

\$3.00 all-day pass

Deviations available to anyone within ¼ mile of route w/additional \$2.00 fare for each deviation.

½ price discount for Seniors (60+), children (6 and under), students, disabled, Medicare/Medicaid card.

10. What was the budget and actual cost of all services during the last fiscal year? **\$2,733,628 (Direct/Indirect Expenses).**
11. Can you provide a normal week of Runs for all shifts deployed? **Only reports that are currently utilized and run as part of the operation will be posted. N/A will note the data that will not be generated for release.**
Scheduled pull-out **N/A**
Estimated pull-out **N/A**

Actual pull-out and odometer reading **N/A**
 Scheduled first pick-up time **N/A**
 Estimated first pick-up time **N/A**
 Actual first pick-up time and odometer reading **N/A**
 Break start and end time **N/A**
 Split Start and end time **N/A**
 Scheduled last drop-off time **N/A**
 Estimated last drop-off time **N/A**
 Actual last drop-off time and odometer reading **N/A**
 Fuel stop start and end times **N/A**
 Scheduled pull-in time **N/A**
 Estimated pull-in time **N/A**
 Actual pull-in time and odometer reading **N/A**
 Revenue hours for the run **N/A**
 Revenue miles per run **N/A**
 Dead-head miles per run **N/A**
 Wage time per run **N/A**
 Revenue to wage time per run **N/A**

12. Can we get a Run list to include (from Trapeze) run name, from and to times, max/min length, type, capacity type, from/to garage, and the weekly templates? **N/A**
13. What are the templated hours per day in Trapeze? **N/A**
14. What is the current subscription to demand ratio? **N/A**
15. What is your policy on subscription to demand ratio? **N/A**
16. What is your pick up time window? **30 mins before, 15 mins after per TDSP Chapter 3 available NEFRC**
17. What is your typical call volume per day? **N/A**
18. How many call agents are available per hour of the day? **N/A**
19. What is your call abandon rate? **N/A**
20. Are there time requirements to leave the garage on Fixed Routes? **Travel time from yard to 1st stop on schedule**
21. What is the quantity of call staff, dispatch staff, managers/supervisors, and road supervisors? **N/A**
22. In the Deviated Route, what is the average distance and time per trip? **All figures for round trip on route, see schedule: G=39.3 miles, 2h10m; R=23.3 miles, 2h10m; B=22.3 miles, 2h10m; O=30.3 miles, 2h10m; Connector=29 miles, 1h45m; P=83 miles, 2.5h; T=80.25 miles, 2h40 1st & last runs, 3h20m middle runs.**
23. What is the longest allowable on-board time for a passenger on the Deviated Route service? **No specific requirement, ~2 hours self-imposed.**
24. What is the average distance and time for demand paratransit trips? **One circuit of route.**
25. Provide name of subcontractor for the current services for the list below :
26. Cleanin: **ISS Services – Janitorial only**
27. Drug and Alcohol testing – **1st Lab**
28. Facility maintenance or cleaning – **In house maintenance by contractor.**
29. DOT Physicals – **Healing Arts Urgent Care**
30. Is there a retention plan in place for current employees? If so, does the retention plan offer incentives for employees accept employment with the awarded contractor (to avoid service disruptions) such as bonuses for drivers who transition from one company to the awarded company? **NO**
31. Is it possible to move the due date for questions to an earlier date and provide answers by May 24th? **YES, will include extension date in addendum.**
32. Does the County cap the number of revenue hours per day, per month, per year? **No , Program does not operate on a per hour revenue system.**
33. Does the County desire that the provider add runs and/or revenue hours to meet the level of demand? **The County is interested in providing the most routes possible for the grant funding that is available.**
34. At the time of trip booking, is the trip scheduled to a run/vehicle? **No.**
35. At the time of trip booking, is a negotiated time established with a time window for arrival? **Yes**

36. Please describe the current batching procedure. **The scheduler uses the trapeze batching procedure and then cross checks accuracy and adjusts as needed based on route familiarity.**
37. Please provide the monthly invoices for services for the preceding 3 months available. **Posted on Demand Star.**
38. Will the County accept an alternative Cost Proposal that will use a blended process of a Revenue Hour Rate and Budgeted Model? **No alternative cost proposals will be considered.**
39. Please provide a monthly Trips by Pay Source with the amount paid for each trip for the last 3 months of available information. **N/A for amount paid, County has last 3 months of AORs for sources.**
40. Please provide the current fueling procedures. **Fuel is purchased from the county by contractor and reimbursed via invoice to county by grant.**
41. Are there other NEMT providers in the county? **Yes**
42. Do the Non-emergency Medical Transportation (NEMT) pay the normal fare? Or is extra revenue gained when providing NEMT trips? Is the coordinated broker for NEMT considered a billing/funding source? Does the contracted provider bill for services to the broker? **Contractor provided NEMT coordinated and multi-loaded with other paratransit trips, all paid for by their respective funding sources including private pay. The only brokers involved are those associated with Medicaid transportation.**
43. Please describe the NEMT trip scheduling procedure. Please explain if there is any difference between normal trips and NEMT Trips. **No difference, scheduling procedure listed previously or see TDSP Chapter 2 available NEFRC.**
44. Are there vehicles dedicated to just NEMT trips? Are there any Council of Aging owned vehicles that are providing transportation for any of these services? Or, any trips being provided in any level of service on a vehicle that is not listed on the vehicle roster in the RFP? **No vehicles dedicated to NEMT. Yes 1-COA vehicle and 3-FDOT funded vehicles are used for paratransit trips**
45. Please provide the list of trips by mobility type by day. **N/A by day, county has AORs by month**
46. Are two drivers assigned to the bus that provides stretcher services? If only one driver, is another attendant provided for loading/unloading the stretcher? Who is responsible for transferring the patient to a stretcher? Who is responsible for the stretcher linen? **No, usually one driver with one attendant, sometimes two drivers if attendant is unavailable. they transfer patient to stretcher, use patients linen.**
47. Please describe the scheduling process for stretcher trips? What are the funding sources for stretcher trips? What are the fees associated to stretcher trips? **Same process for scheduling as above, funding from CTD, Medicaid, Rural, county grant and private pay. See fare type answer above for our standard, approved rates or TDSP Chapter 4**
48. Is it the county's intent that the new provider continue to use Trapeze software? Please provide:
 - Trapeze Version : **v.12 transitioning to v.15 in June**
 - Are all buses utilizing MDTs? **all but 2 sunshine buses, and they will have them by 5/27/16**
 - What model of MDTs? **RNGR4.2 RNGR401080-01 - GPS 3V, EvDO Verizon Data/Voice, 4GB SD - -**
49. Who is responsible for the software support? **JTA is paying for the software support, contractor pays for MDT repairs and/or warranty, reimbursed by invoicing county to grant.**
50. Will the contractor be responsible for any of the costs in any way associated with the software use? **JTA is paying for the software support, contractor pays for MDT repairs and/or warranty, reimbursed by invoicing county to grant.**
51. Please list all types of fare media used (cash, tokens, Go-to cards, passes, etc.). **Cash, tokens, checks, passes created in-house by contractor.**
52. Section 4 where would you like the general manager/operations manager resume's to be displayed? **Include in Section 4 Personnel.**
53. Section 5.K. what do you mean by "training program for drivers to ensure good conduct of passengers"? **Respondents shall include any training program that would be used to train new employees and continue to educate current drivers.**
54. Section 16 What do you mean by "Acknowledged Addenda"? **The respondents need to include an executed copy of any and all addenda that have been issued in their proposal.**

RFP Due Date changed to June 23, 2016 at 4:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Karen Fullerton
Procurement Supervisor

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 2



St. Johns County Board of County Commissioners

Purchasing Division

June 10, 2016

ADDENDUM #3

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: RFP No. 16-37 Management and Operations of St. Johns County Transit System

This Addendum #3 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Karen Fullerton, Procurement Supervisor; 500 San Sebastian View; St. Augustine FL 32084.

Clarifications/Changes:

Copies of the following documents are available for general information and review on the St Johns County FTP website by using the link below:

<ftp://ftp.bocc.co.st-johns.fl.us/ftppurch11/RFP%2016-37%20Transit%20System/>

It is recommended that you view the FTP site in File Explorer. Directions for doing so are at the top of the FTP site and are as follows: press Alt, click View, and then click **Open FTP Site in File Explorer**.

16-37 Addendum #3 Documents Folder

- ***Last Three months of AORs(Annual Operating Reports)***
- ***Budgets for last two years available***
- ***NTD Reports for 2014 and 2015***
- ***Transit Survey Results***

Questions:

1. Can you provide current pay rates with job title and the duration of employment for each position?
Director: \$49,600-\$60,630 annually
Transportation Manager: \$38,900-\$47,775 annually
HR Assistant: \$13.85-\$17.07/hr
Road Supervisor: \$15-\$18
Fleet Maintenance Supervisor: \$20-\$23/hr

Fleet Maintenance Mechanic: \$19-\$22/hr

Facility Maintenance: \$13-\$15/hr

Scheduler: \$14-\$16

Dispatcher: \$12-\$14/hr

Customer Service: \$12-\$14/hr

Lead Driver: \$13-\$16/hr

Driver: \$12-\$15/hr

2. What is the longest allowable on-board time for demand paratransit trips?
No mandated time, the current contractor has a self-imposed two hour limit as a goal.
3. Does the County allow Capacity Denials based on limited revenue hours?
The County has no policy for this.
4. Does the County have a stand-by trip procedure expectation for any trips that have been denied based on capacity?
The County has no policy for this.
5. If there is no capacity denial option, what are the County's rules for adding additional revenue hours to a run?
The County has no policy for this.
6. If there is no capacity denial option, what are the County's rules for adding an additional run/vehicle into service?
The County has no policy for this.
7. Please provide the last two years available budget vs actual cost for this service.
The Budgets can be found on the County's FTA website, this link is provided above; Please note budgets are largely based on grants received. For actual costs please see invoices located on the County FTA website; link to website also provided in Addendum #2.
8. Will the contractor receive an invoice or bill for:
 - Rent of the building. How much will this be? ***Please see invoices located on the County FTA website; link to website provided in Addendum #2.***
 - Utilities. What was the amount for each for the last 3 months? ***Please see invoices located on the County FTA website; link to website provided in Addendum #2.***
 - Cleaning. What is the amount? ***Please see invoices located on the County FTA website; link to website provided in Addendum #2.***
 - Any other expenses that the County is aware of. Please provide the amount. ***Please see invoices located on the County FTA website; link to website provided in Addendum #2.***
9. Will the County provide the network support? Will this be at contractor expense?
No, the contractor has the responsibility to manage their own system. The contractor can invoice the County monthly for operating costs as shown in copies of invoices. Please reference Addendum #2. Question(s) 14-15.
10. Please provide a monthly Trips by Pay Source with the amount paid for each trip for the last 3 months of available information.
N/A for amount paid, Last 3 months of AORs (Annual Operating Reports) can be found on the County FTA website; Please use following link to review: <ftp://ftp.bocc.co.st-johns.fl.us/ftppurch11/RFP%2016-37%20Transit%20System/>
11. Please provide the list of trips by mobility type by day.
Last 3 months of AORs (Annual Operating Reports) can be found on the County FTA website; Please use following link to review: <ftp://ftp.bocc.co.st-johns.fl.us/ftppurch11/RFP%2016-37%20Transit%20System/>

12. If possible, please consider providing a price page format that would allow contractors to submit variable and fixed pricing based on annual revenue hours, or gate-to-gate hours, and fixed monthly costs.
No price page format will be provided. Respondent shall provide a cost breakdown form by line item per example included in RFP section 13.
13. Will the successful contractor be paid based on a line item budget and pass through invoicing to the County based on verifiable expenses plus a fee (indirect corporate support and profit)? Or will the contractor be responsible for a budget based on the level of service and an established fee structure? (see question one)
There is no established fee structure; the funds the County expend in support of public transportation services is based on the amount of funds received from federal and state grants plus local funding from the County's general fund. The total funds from these sources are what determine what can be spent on transportation services. As noted, the contractor invoices the County on verifiable expenses but without a fee for profit. There is a budget, included in the addendum that is sent to the Office of Management and Budget (OMB) for input into the County's yearly budget. This budget shows what the County is expected to receive in grants and what items to spend those funds on. The budget also shows what funding is remaining in grants not yet used.
14. Based on the conversation during the pre-proposal, this contract appears to be based on an approved budget with pass-through reimbursed costs plus fee. Would this include fleet maintenance, facility/utility costs, insurance costs, fuel costs, and labor (wages, benefits, employee taxes)? If this is the case, would you consider a Management Contract where the contractor provides a manager plus a monthly fixed fee and all other operating costs are paid and reimbursed by the County?
All the expenses mentioned are eligible costs that can be reimbursed through invoicing as long as they are associated with public transportation costs.
15. If the contractor is responsible for providing a budget with fixed rates (see question 1), please provide the current workforce information: seniority, number of positions, wages, and benefits for current administrative staff, drivers, mechanics, call takers, dispatchers, trainers, management staff.
The contractor is not responsible for providing a budget with fixed rates; the contractor invoices the County based on verifiable expenses.
16. Please verify there are no Non-Emergency Medicaid Transportation services contained in this RFP. In other words, any Medicaid services (ambulatory, wheelchair/assistive device, stretcher) would be separate from this procurement's funding sources and if performed by Contractor, billed separately through specific HMOs or the CTC.
There will be no Non-Emergency Medicaid Transportation services contained in this RFP. As noted, the services are performed by a separate contractor and billed separately.
17. Please verify the number of revenue hours, revenue miles, total miles and total fleet you anticipate for this contract.
Please note the table published in the Addendum #1 that includes data from previous NTD reports. Historical data is the best method of how much service will be provided.
18. Can you please provide data on the frequency and revenue hours associated with of stretcher trips over the last year?
Data included on the Annual Operating Reports (AOR) uploaded to the FTP site under Addendum #3.
19. Can you please provide reservations call data from the last 12-months? Specifically, number of inbound calls, call durations, call-wait times, dropped-calls, and voicemail quantities. ***Addressed in Addendum #2, Question 11.***
20. Can you please provide a seniority list for *all* current employees for this contract, and indicate position, full time or part time, length of service, and current rate of pay.
Please see #1 on this Addendum #3 for summary of pay scale.

21. Can you please provide the productivity, on-time performance, and trip counts by route over the last year?
Addressed in Addendum #2, Question 11.
22. Can you please provide the following Trip Data by route: number of routes, deadhead hours, revenue hours, total hours, break start times/end times, total miles, and revenue miles?
Addressed in Addendum #2, Question 11.
23. Please provide a copy of the current pullout and return to yard times for each of the routes over the course of the last 12-months of service.
Addressed in Addendum #2, Question 11.
24. Does the current provider utilize an Operator Run Pick to schedule operators? If so, can you please provide the current run packages/bid for the project?
Current provider does not utilize an Operator Run Pick.
25. Can you please provide the vehicle replacement schedule over the term of the proposed Contract period?
Addressed in Addendum #1, Question 10.
26. How many accidents and incidents occurred over the last year of service? If possible, can the County provide loss run data from the last provider over the last 3-years?
Records can be accessed on site at the maintenance facility. Records are maintained by the operator.
27. Has service experienced problems due to driver shortages? If so, please explain.
In the past there has been experience with problems due to driver shortages due to low unemployment rate for state and country.
28. Does the current provider utilize Trapeze FLEX module for the provision of Deviated Fixed- Route, and PASS for paratransit service? Is this software provided/funded by the County, or by the provider?
Current provider: PASS for paratransit and transitioning to FLEX for deviated fixed route, funded by grant through JTA.
29. What call tracking and monitoring software does the current provider utilize?
Trapeze. Addressed in Addendum #1 and Addendum #2.
30. Can you please provide the cancellation and no-show rates over the last year of service?
Addressed in Addendum #2, Question 11
31. Can you please provide details on the current fleet? Including year, make, model, odometer counts, and lift type/manufacture.
Addressed in Addendum #2 Vehicle list provided.
32. Can you please provide the last 12-months of Billing Invoices/invoice history from the current provider?
Addressed in Addendum #2
33. Does the County or current provider provide any non-revenue vehicles for use by Road Supervisors or office staff?
Yes
34. Please clarify the amount of vehicles used in revenue service by day of week and the maximum amount of vehicles used at peak service time for each of the services described in the RFP.
The fixed route has 8 vehicles used in maximum service; there is no peak service.

35. Can you provide parts inventory counts and logs from the last year of service?
Records can be accessed on site at the maintenance facility. Records are maintained by the operator.
36. Can you please provide the full maintenance history of the current fleet over the last year? Including mileage counts, fuel consumption, and repair orders, preventative maintenance?
Addressed in Addendum #1, Invoices on FTA website and Records can be accessed on site at the maintenance facility. Records are maintained by the operator.
37. Can you please clarify as to whether any of the current fleet vehicles have the ability to transport stretcher patients? If so, then which vehicles have this capability?
Two vehicles on the list are noted as being used for stretcher; stretcher is noted as STR.
38. At what interval does the current fleet conduct its Preventative Maintenance inspections?
Addressed in Addendum #1, Question 8.
39. What ITS Systems are installed in the current fleet of vehicles (AVL/MDT, cameras, etc.)?
Addressed in Addendum #2, Question 48.
40. What is being currently used as a mobile communication system? (i.e. push-to-talk radios and handsets)
Cell phones
41. Please provide a list and location of all bus stops, shelters, and benches. If possible, please provide a picture of these items as well.
Follow this link to picture of shelters Bus Stop Shelters <http://www.sjcfl.us/Transportation/Shelters.aspx>
42. Can the current facility building and lot square footage be provided?
Addressed in Addendum #2. Included on site plans.
43. For the Current Fiscal Year, please provide the price billed by the Contractor including any fixed monthly fees, variable per hour or per trip rates, and any other any other contracted service categories or rates charged by the Contractor.
The contractor invoices the County on verifiable expenses; there are no fixed fees or rates used.
44. Please provide clarification on the terms by which the Contractor is paid. Is payment on a revenue hour basis via "gate-to-gate" or "first pickup to last drop-off"? Or, is the payment made on a strict reimbursement basis?
Contractor is paid on reimbursement basis.
45. Are the current drivers/employees part of a labor union? If yes, for which service, and please provide contact name and number for the union representative.
No
46. If the drivers/employees are part of a labor union, please provide a current copy of the collective bargaining agreement.
N/A
47. Please clarify the contractor's responsibilities in regards to vehicle maintenance. Does the contractor provide staff, facilities, equipment, and utility staff for the provision of the fleet? Are these costs to be included in the proposal, or does the County offset any of these expenditures?
Addressed in Addendum #1, Question 8.
48. Does the Contractor provide fuel? If so, is it billed as a pass-through expense?
Addressed in Addendum #1, Question 2. Addressed in Addendum #2, Question 40.

49. Please describe the City's desired fare procedures to include reporting, collection and accounting.
Addressed in Addendum #2, Question 4-9.
50. Please describe the exact methodology used to determine on-time performance. For example, will sampling be acceptable or will the Authority require 100% verification to determine?
N/A
51. Please clarify if billable time begins at the first pick-up, even if that pick up is a no show.
No billing for no-shows.
52. In the next ten years, what are the three most important things St. John's County wants to accomplish/change with the proposed (services)?
Increase frequency, expand service hours and add additional service.
53. Is there a living wage ordinance in effect for the city/ county that all bidders should factor for in their pricing?
No.
54. If the proposer is a DBE firm, does it need to provide additional DBE sub-contractors to meet the 3% goal?
It was noted that the overall goal for the County was 3% but please note that a separate contract goal DBE participation has not been established for this procurement. There is no mandatory DBE requirement.
55. Is the current contractor using additional vehicles for services beyond what the City has allotted for the contract?
Yes
56. Can you send the NTD Data for 2014 and 2015?
Yes; reports are located on the County FTP site in Addendum #3 Folder; please note 2015 report has not yet been verified by FTA.
57. How is the current contractor handing fare collection for the contract?
Manual fare box.
58. Are the hours of operation for the fixed route shuttle services the same as reflected in Scope of services in the RFP?
Yes
59. Please provide a list of any holidays or breaks where the shuttles do not operate.

**The Sunshine Bus Operates Monday through Saturday from 5:30am until 7:30pm.
The following holidays are observed and no service is offered:**
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day*** Please note that the Purple Line and the Connector have extended hours**
60. Please delineate how many full time managers you wish to oversee the contract.
Respondent needs to determine as part of their RFP submittal.

61. Can a contractor subcontract transportation services for this contract? If so, does subcontractor information need to be included in the RFP?

There is no restriction to the bidder subcontracting. Please reference Article III. Item D. Subcontractors on the RFP for further information.

62. Is there a requirement to offer employment to existing drivers of the contract?

No

63. What are the top 5 complaints from passengers about the current service?

A copy of the most recent survey results have been uploaded to the Addendum 3# folder on the County FTP website.

64. What is the average Revenue time/mileage and total time/mileage (including deadhead) driven per shuttle per day?

Addressed in Addendum #2.

65. What is the ratio of ambulatory to wheelchair transports for each service?

Data included on the Annual Operating Reports (AOR) uploaded to the FTP site under Addendum #3.

66. Do the drivers need to carry the luggage and or bags in/out of the vehicle?

No.

67. Please send the weekly fixed route shuttle schedule, delineating start and end route times for each shuttle.

Please see fixed route schedule and system map by visiting <http://www.sunshinebus.net/routes/sysmap.html>. On the website link, along the left side is a list of all 7 routes by color, click each separately and a schedule will open up. The route map link is listed below the individual colored routes links.

RFP Due Date remains June 23, 2016 at 4:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Karen Fullerton
Procurement Supervisor

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 3

St. Johns County Transit System

Supplemental Procurement Policies and Procedures Manual for use with Federal Transit Administration (FTA) Funds

Information is Current as of July 20, 2016.

Introduction and Applicability

This supplemental policy and procurement manual applies specifically to purchases of goods and services for the St. Johns County's Transit System (SJCTS) that are funded by federal and state transit revenues. This supplemental document is based upon FTA Circular 4220.1F but is not all-inclusive, and is to be used in conjunction with St. Johns County Purchasing Procedure Manual. In interpreting this Supplemental Policy and resolving any inconsistencies or ambiguities between this policy and the St. Johns County Purchasing Procedure Manual, the policy with the most stringent requirements shall take precedence.

SJCTS is responsible for the operation of a public transportation system, including the planning, designing, and programming of transportation projects.

SJCTS receives funding from the federal government and the state, as well as other agencies and adopts procurement policies and procedures that are consistent with the St. Johns County, federal and state regulations, and the laws of the State of Florida. These procedures apply to all procurements irrespective of the source of the funds. Some, not all, of the specific requirements for procurements funded by the Federal Transit Administration (FTA) are identified in this manual.

The purpose of these supplemental policies and procedures is to set forth the procurement methods and establish standards for obtaining goods and services, including construction, professional, and Architectural/Engineering ("A/E") services necessary for the operation of SJCTS. These procedures include guidelines for the solicitation, award, and administration of formally advertised contracts, as well as the consultant selection, negotiation, award, and administration of competitively negotiated and A/E contracts.

These procurement policies and procedures are designed to:

- Instill public confidence in the procurement process of SJCTS.
- Ensure fair and equitable treatment for all vendors who seek to do business with SJCTS.
- Ensure maximum open and free competition in the expenditure of public funds.
- Provide the safeguards to maintain a procurement system of quality and integrity.

The methods by which the foregoing is implemented are described in detail in the remainder of this document and the attachments hereto.

The St. Johns County Transit System adopts and is in compliance with the policies set forth by the St. Johns County, the Department of Transportation's (DOT) Title 49 Code of Federal Regulations (C.F.R.) Transportation (current as of September 27, 2011), the Federal Transit Administration (FTA), and the Florida Department of Transportation (FDOT). SJCTS currently receives funding from federal, state and local sources and is required to follow FTA procurement and other guidelines.

A consistent policy must be in place for all personnel in creating Purchase Orders (POs) and are in addition to the St. Johns County's Purchasing Policies and Procedures referenced above.

The County's procurements are primarily governed by the State of Florida law and by Federal Transit Administration Circular 4220.1F. In all procurements utilizing any amount of federal funds, federal requirements will generally supersede state law. Where no federal funds are involved, procurement actions will be governed by applicable state law. If no applicable state law or federal law or regulation exists regarding a particular aspect of procurement, then federal contract law principles defined in the Federal Acquisition Regulations (FAR) may be applied. Where state law does not conform to a mandatory provision of federal law, regulation or other requirements, including but not limited to C 4220.1F, the County may comply with such federal requirements, notwithstanding the provisions of state

law, only upon the written determination of FTA and FDOT.

A. Procurement Thresholds

The St. Johns County's threshold of \$3,000 is used for obtaining price quotes and \$50,000 for obtaining bids. SJCTS adheres to these threshold amounts.

The following documents are required **before** processing a Purchase Order (PO) and in addition to any County Purchasing requirements:

If the purchase is less than \$3,000 also include:

- **Determination of Fair and Reasonable Price* (Form)
- Proof that vendor is not debarred, suspended or otherwise ineligible – Check the System for Award Management at www.sam.gov, then print the screen or page

If the purchase is \$3,000 or more also include:

- **Independent Cost Estimate (ICE)* (Form)
- **Rationale of Procurement Decision and Contract Type* (Form)
- **Determination of Fair and Reasonable Price* (Form)
- *Pre-Award and Post-Award Certifications* (Form) *(for buses and cut-away vehicles only)* – information at: http://www.fta.dot.gov/printer_friendly/12921_5434.html. Before closing out a file or paying an invoice for a bus purchase, you must obtain the completed and signed Post-Award Certification from the Transit Grant Specialist.
- Proof that vendor is not debarred, suspended or otherwise ineligible – Check the System for Award Management at www.sam.gov, then print the screen or page
- **FTA required clauses are to be referenced on PO** and then attached to vendor and file copies of PO, unless the clauses are already included in the bid or contract document. Additional clauses and/or certifications are required at different dollar thresholds and may be dependent upon item or service being purchased. Especially important are the *Certification of Debarment* form at \$25,000 and the *Certification of Lobbying* form at \$100,000.*
Note: the *Buy America Certification* for bus purchases is required with bid response.

B. Buyer

SJCTS has a Buyer, located in the Purchasing Division, responsible for the bid process and compliance with St. Johns County Purchasing Policies and Procedures, as well as the federal requirements as stated in FTA Circular 4220.1F.

**Note:* SJCTS Administration is responsible to maintain all forms, certifications, and federal clauses language. Necessary forms and certifications are distributed by Administrative personnel within SJCTS who normally request procurements as they are responsible for completing all forms and obtaining applicable certifications from vendor (in a non-bid procurement). The various forms and applicable certifications are compiled at the end of this document. The SJCTS requestor is to maintain all above referenced documentation in their departmental purchase folder.

***The following language is to be included in the body of the PO if the purchase exceeds \$3,000:* "This contract will be wholly or partially funded by the Federal Transit Administration (FTA). The FTA requirements applicable for this contract are attached separately and incorporated herein by reference." Then attach a separate document which contains, at a minimum, FTA clauses A. through I. For each dollar threshold above \$3,000 and the commodity/service being purchased, additional

clauses must also be included. Further, you may need specific signed certification forms from the vendor as well before the purchase order is issued.

If procurement questions cannot be answered by a review of FTA Circular C4220.1.F; FTA will be contacted directly for assistance.

1. Written Standards of Conduct

The St. Johns County operates under St. Johns County Administrative Code Section 120, and St. Johns County Purchasing Procedure Manual Section 301.7. Further, SJCTS agrees to the following:

1.1 Personal Conflicts of Interest

No employee, officer, agent, or Commission member, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing individuals may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those individuals previously listed has a financial or other interest in the firm selected for award.

1.2 Gifts

No employee, officer, agent, or Commission member may neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts.

1.3 Violations

Failure to comply with the procedure set forth within this policy shall result in progressive disciplinary action in accordance with St. Johns County Administrative Code Personnel Section 409.17 – Disciplinary Action.

2. Contract Administration System

The St. Johns County maintains a contract administration system designed to ensure conformance by all parties with the terms, conditions, and specifications of their contracts.

3. Written Protest Procedures

The St. Johns County maintains written protest procedures. See St. Johns County Purchasing Procedure Manual Section 304.10 Bid Protest Procedure.

The FTA Regional Office IV is kept advised of protests and resolutions.

Following an adverse decision by the St. Johns County and after exhausting all administrative remedies with the County, the bidder or proposer may file a protest with FTA Regional Office IV for resolution.

Review of a protest by FTA will be limited to:

- (1) The St. Johns County's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) Violations of Federal law or regulation.

Bid protests must be filed with FTA no later than five (5) days after the exhaustion of administrative

remedies with the St. Johns County is known or should have been known, whichever is earlier.

4. Prequalification System

St. Johns County does not currently prequalify vendors on federally funded projects. If it should institute this procedure in the future it will follow the guidelines of FTA Circular 4220.1F.

5. Procedures for Ensuring Most Efficient and Economic Purchase

SJCTS goes through the County's budget process every year. In preparation, the Transit Grant Specialist will work with the managers of the various areas of the department to identify major/capital purchases, as well as, have them identify and justify expenses for their area's operation. Many day-to-day operational items/services have already been identified, bid out, and are covered under multi-year contracts. The buyer will provide information on contracts available for use in new purchases, and is able to advise managers if a duplicate purchase has been requested so that it can be stopped. The buyer will evaluate purchases to determine whether to combine or break out purchases to achieve the most efficient and economical purchase price.

When SJCTS plans to lease equipment, the buyer will assist them with the completion of the County's required Heavy Equipment Rental/Lease Calculation Form to help identify the most economical approach.

6. Procurement Policies and Procedures

The St. Johns County Transit System adopts and is in compliance with the policies set forth by the St. Johns County, the Department of Transportation's (DOT) Title 49 Code of Federal Regulations (C.F.R.) Transportation (current as of September 27, 2011), the Federal Transit Administration (FTA), and the Florida Department of Transportation (FDOT). SJCTS currently receives funding from federal, state and local sources and is required to follow FTA procurement guidelines, in addition to the County's purchasing policies.

See St. Johns County Purchasing Procedure Manual. See also FTA Circular 4220.1F.

7. Independent Cost Estimate

The independent cost estimate (ICE) is the first step in determining cost/price reasonableness of the procurement. The Transit Grant Specialist will be responsible for obtaining an independent cost estimate of the project, based on the scope and specifications as written. The ICE must be maintained in the official solicitation file.

An ICE shall be performed on all FTA-funded procurements prior to receiving bids or proposals. The extent of the cost estimate will depend on the type of procurement being pursued. For example, a cost estimate for a micro purchase (refer to 19. Micro-purchases) may only involve phone calls to obtain price quotes; while a cost estimate for the procurement of a commuter bus would require a more involved process to assess the market and to develop a reasonably accurate estimate. The cost required to research and prepare the estimate should not outweigh the potential benefits of the estimate. An independent estimate can be obtained from different sources including the following:

- Published competitive prices.
- Results of competitive procurements.
- Estimates by in-house estimators.
- Outside estimators.

An ICE is required for all purchase requests over \$3,000. The buyer does not proceed with the purchase if the ICE is missing. The Transit Grant Specialist is contacted to provide the document if it is not part of the request package. Once it is received the purchase process then continues.

8. A&E Geographic Preference

Procurement transactions will be conducted in a manner that prohibits the use of in-state or local geographical preferences in the solicitation and evaluation of bids or proposals, except in those cases where applicable statutes or regulations expressly mandate or permit geographic preference. This does not preempt state or local licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

9. Full and Open Competition

All procurement transactions over \$3,000 will be awarded competitively, without providing an unfair competitive advantage to any potential vendor. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (1) Unreasonable requirements placed on firms in order for them to qualify to do business;
- (2) Unnecessary or excessive experience, excessive bonding, insurance, warranty or similar requirements which affect an otherwise qualified firm's ability to compete. Such requirements must also, however, be established in a manner consistent with protection of the County's interests;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive award to any person or firm on retainer contracts;
- (5) Organizational conflicts of interest - An organizational conflict of interest exists where other activities, relationships, or contracts of a contractor inhibit, affect or prevent the contractor from rendering impartial assistance or advice to the County;
- (6) Specifying only a "brand name" product, without specifying that equivalent products will be accepted and providing salient characteristics or other descriptive information sufficient to allow bidders to identify and propose such equivalent products;
- (7) The use of specification requirements and evaluation criteria which unnecessarily favor an incumbent contractor; and
- (8) Any arbitrary action in the procurement process.

To ensure full and open competition, Transit Grant Specialists are expected to follow the County's purchasing procedures and be objective in reviewing the specifications for each purchase to ensure that none of the above situations occur.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description will be used as a means to define the performance; however, when this method is used, the specification will set forth the salient characteristics that the product must meet, and vendors will be allowed to offer "equal" products to meet the salient characteristics.

Full and open competition is required for all procurement transactions over \$3,000. The use of unreasonable requirements and arbitrary actions are prohibited and it is the Transit Grant Specialist's responsibility to ensure that such requirements are not part of the specifications. The use of "brand name" requires that the Transit Grant Specialist ensure that such use includes the salient and "or equal" characteristics or other descriptive information to allow bidders to identify and propose

equivalent products. The buyer will work to ensure that the bid process is followed as prescribed to maintain integrity and public confidence.

10. Organizational Conflict of Interest

Each entity that enters into a contract with SJCTS is required, prior to entering into such contract, to inform SJCTS of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities result in an unfair competitive advantage to the Contractor, or may impact the Contractor's objectivity in performing the contract work.

SJCTS will analyze each planned procurement in order to identify and evaluate potential organizational conflicts of interest as early in the procurement process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award.

11. Geographic Preferences

Procurement transactions will be conducted in a manner that prohibits the use of in-state or local geographical preferences in the solicitation and evaluation of bids or proposals, except in those cases where applicable statutes or regulations expressly mandate or permit geographic preference. This does not preempt State or local licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Review procurements to ensure no in-state or local geographic preference has been included. If the procurement is for A&E services and geographic preference is requested, then verify that there are a sufficient number of qualified firms in the area capable of competing for the services based upon the nature and size of the project.

For FTA funded purchases, no in-state or local geographic preference is given to bidders, except for architectural and engineering services if desired.

12. Contract Period of Performance Limitation

SJCTS may enter into a multi-year contract to buy transit vehicles (also referred to as rolling stock), with an option not to exceed five (5) years to buy additional rolling stock or replacement parts, 49 U.S.C. Section 5325(e)(1). The option(s) must be exercised no later than five (5) years after the date of the original contract.

FTA interprets this five-year period as covering SJCTS' "material requirements" for rolling stock and replacement needs from the first day when the contract becomes effective to its "material requirements" at the end of the fifth year. In the case of rolling stock, which frequently cannot be delivered expeditiously, FTA recognizes that SJCTS' "material requirements" for rolling stock will necessarily precede its actual need to put that rolling stock to use in public transportation service. This means that the contract may not have options for more rolling stock and replacement parts than SJCTS' material requirements for a five-year period. The five-year rule does not mean SJCTS must obtain delivery, acceptance, or even fabrication in five years. Instead it means only that FTA limits a contract to purchasing no more than SJCTS' material requirements for rolling stock or replacement parts for five years based on the effective date of the contract.

The length of all other contracts shall be based upon sound business judgment, including consideration of issues such as the nature of the item being purchased, the need to afford the

contractor a reasonable opportunity to recapture any start-up costs, the need to afford competing vendors the opportunity to do business with the County, and the relative benefit to the County of a longer or shorter contract term.

SJCTS will comply with the requirements of FTA C 4220.1F, Chapter 4, Section 2.e., Rolling Stock – Special Requirements when procuring rolling stock. Special requirements include compliance with the following:

- a. Pre-award Review and Post Delivery Review, to ensure compliance with Buy America Act requirements.
- b. Transit Vehicle Manufacturer Compliance with DBE requirements
- c. Purchaser's Requirements certifications
- d. Federal Motor Vehicle Safety Standards (FMVSS) certifications
- e. On-Site Inspectors Report

13. Buy America

FTA's "Buy America" law and regulations apply to projects that involve the purchase of more than \$100,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in the FTA assisted project.

For the procurement of rolling stock, special pre-award and post-delivery reviews to ensure compliance with the Buy America Act are required to be performed and fully documented as part of the official solicitation file.

A bidder must submit to the County the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

The bidder shall complete and submit a declaration certifying either compliance or noncompliance with Buy America for rolling stock. If the Bidder certifies compliance with Buy America, it shall submit documentation which lists: 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin, and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point, and the cost of final assembly.

Compliance with Buy America must be determined prior to issuing an order, and a waiver sought from FTA if the product is non-compliant.

14. Written Procurement Selection Procedures

SJCTS and the buyer will more closely review the item/service to ensure that either a BID or RFP is used for purchasing supplies and services. Should there be a conflict, such as FDOT requiring the RFQ process, while FTA requires the RFP process, then FTA will be contacted to request resolution with the conflicting requirements.

- SJCTS, RFP solicitation process will be used for purchases of goods and services and construction projects. All RFP respondents will be evaluated pursuant to technical specifications and scope of work defined within the solicitation document. The solicitation document will set forth the evaluation factors and level of importance. The top ranked firms will be negotiated with for the Best and Final Offer (BAFO).
- RFQ "Brooks Act" will be used for SJCTS Architectural and Engineering (A/E) purchases pursuant to technical specifications and scope of work required qualifications defined within

the solicitation document and price is not a determining factor in the evaluation and award process. The solicitation document will provide relevant evaluation factors and level of importance. Process to be in compliance with FTA C4220.1F whereby the top ranked firm based on evaluated qualifications will be negotiated with first, then the second and so forth.

- SJCTS, BID process will be based and awarded on all responsive and responsible low bids.

15. Solicitation Prequalification Criteria

A prequalification process for bids is not currently in use. However, if the prequalification process was used, the standards defined in FTA Circular 4220.1F would be followed.

16. Award to Responsible Contractors

Awards are made to the most responsive and responsible bidder or respondent whose bid or proposal is, according to the criteria designated in the solicitation, most economical for the intended purpose and in the best interest of the County.

See St. Johns County Purchasing Procedure Manual, Section 304 Specifications, Bids and Awards and Section 306 Negotiated Purchases.

A Contractor's responsibility involves an evaluation of its ability to perform the specified work, in all respects. This evaluation considers the following:

- **Technical Capabilities:** Have the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them in order to perform the project successfully within the allocated time. This evaluation looks at the contractor's staffing, management systems, equipment, and ability to accurately track costs and submit proper invoices. Possession of any required licenses should also be verified.
- **Financial Resources:** Have the necessary capital to finance the contract performance. This evaluation looks at the contractor's financial statements, banking relationships and financial and credit history. Prior financial difficulties or even bankruptcies do not necessarily render a Contractor non-responsible, but to require a deeper look at its current financial situation.
- **Past Performance:** A record of satisfactory performance on prior contracts of a similar size and nature. References should be checked, and owners on contracts not listed as references contacted if available. Any prior default or other failure to complete a contract should be investigated.
- **Integrity and Ethics:** Compliance with applicable laws and regulations, including affirmative action and DBE requirements, and other public policies. Any debarment or suspension at the federal or state level should be investigated; the County will not award a contract to a firm currently debarred or suspended by the federal government. The file for every procurement above the small purchase limit shall include documentation that all vendors submitting bids are not listed on the U.S.'s System for Award Management (SAM) Excluded Parties List System.

The responsibility determination is left up to the Transit Grant Specialist. Responsibility must be determined affirmatively; if there is a reasonable doubt, the Contractor should be found non-responsible. Because responsibility involves subjective judgment and the evaluation of past events, the Contractor should be afforded an opportunity to refute any potential non-responsibility issues or to explain corrective actions it has taken.

A *Contractor Responsibility Certification* form is included in all SJCTS boilerplate solicitation packages. This form requests certification regarding such things as: suspension and/or debarment,

felony conviction of officers, etc., defaulted on projects, bankruptcy, business and/or trade licenses, etc. Each bidder/respondent is to complete, sign and submit this form with their solicitation response which the Transit Grant Specialist will review. Responsibility determination is then left up to the Transit Grant Specialist.

17. Sound and Complete Agreement

All contracts shall include provisions to define a sound and complete agreement, appropriate to the type and complexity of the project. At a minimum these include a well-defined statement of work or specification, delivery schedule, a defined contract term, a clear statement of the price and payment terms, and all applicable clauses required by federal, state or local laws and regulations. Provisions for termination and legal remedies shall be included in the contract.

Contracts shall not incorporate options, except to the extent that options for additional or alternative goods or services are incorporated in the contract award, and clauses stating the County's right to exercise options for additional terms, including any pricing or other definitions of each such option.

Contracts shall be prepared incorporating the County's standard terms and conditions applicable to the type of contract and any other terms specified in a bid package or negotiated as part of an RFP/RFP process. The County shall not accept vendor contract forms, except under unusual conditions and with the prior approval of the Office of the County Attorney.

18. Termination with and without Cause

Termination with and without cause shall be included in all contracts, including the manner by which termination will be effected.

All contracts shall include contractual provisions that allow for administrative or legal remedies in instances where Contractors violate or breach contract terms.

Termination with Cause –

All solicitations and/or contracts in excess of the small purchase limit as defined herein shall include contractual provisions that allow for administrative or legal remedies in instances where Contractors violate or breach the contract terms. The following clause will be inserted in all bids and contracts:

Termination with Cause - Remedies for Breach

Non-Construction:

Should the Consultant fail to perform (default) under the terms of this Contract, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Contract.

It is expressly noted that, should the County issue more than one notice of default to the Consultant within any six (6) consecutive months during the term of this Contract, such action shall constitute cause for termination of this Contract.

Consistent with other provisions in this Contract, Consultant shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.

Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:

1. Stop work on the date to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
4. Continue and complete all parts of the work that have not been terminated.

This Contract may be terminated by the County with cause upon at least fourteen (14) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

Construction:

Termination by the Contractor

If the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the Owner, terminate performance under this Agreement and recover from the Owner payment for the actual reasonable expenditures of the Contractor for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under this Agreement by written notice to the Project Director. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Agreement for convenience.

Termination by the Owner

If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of this Agreement, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

If the unpaid balance of the Contract Price less any liquidated damages due under this Agreement, exceeds the cost of finishing the Work, including compensation for the Project Director's additional services and expenses made necessary thereby, such exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

In the event the employment of the Contractor is terminated by the Owner for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience.

Termination without Cause –

Termination without cause provisions shall be included in all solicitations and/or contracts, including the manner by which termination will be effected. The following clause will be inserted in all bids and contracts:

Termination without Cause

Non-Construction:

This Contract may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.

Construction:

Termination by the Owner

For Convenience

The Owner may terminate this Agreement for convenience. In such instance, the Owner shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

(a) The Contractor shall submit a termination claim to the Project Director specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Director. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts;

(d) Contract prices for labor, materials, equipment, and other services accepted under this Agreement;

(e) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (d) or (e), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(f) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

19. Micro-purchases

Micro-purchases are those purchases up to but not exceeding \$3,000 per the St. Johns County Purchasing Procedure Manual Section 302.4 and in compliance with FTA Circular 4220.1F. Purchases below that threshold may be made without obtaining competitive quotations. Documentation for a non-competitive micro-purchase need only include a notation that the price is fair and reasonable and the reason for the determination.

The determination of price reasonableness may be recorded on preprinted forms or a checklist on the receipt or purchase order. The documentation shall employ terminology similar to the following:

“The price(s) paid for items hereunder are determined to be fair and reasonable, based on the following:

- (a) Adequate competition (two or more quotes received and award made to lowest)
- (b) Current price lists or off-the-shelf pricing
- (c) Catalog price
- (d) Prices found reasonable on recent previous purchases
- (e) Advertisements
- (f) Similar items in a related industry
- (g) Independent price estimate (attach documentation)
- (h) Other (cite basis)

Micro-purchases are exempt from Buy America requirements. There should be equitable distribution among qualified suppliers (subject to price reasonableness), and requirements may not be split to avoid a competitive solicitation process, even if purchase is made using a PCard. The Davis-Bacon Act (40 U.S.C. §3141 et seq.) applies to construction micro-purchases in excess of \$2,000.

See A. Procurement Thresholds.

20. Small Purchases

Small purchases are relatively simple and informal solicitations for services, supplies, or other property that cost more than \$3,000 but do not exceed the small purchase limits established by the St. Johns County procurement policy (\$50,000), State law and/or the Federal Simplified Acquisition Threshold, whichever is lowest. If small purchase procedures are used, price or rate quotations shall be solicited from three (3) qualified sources. Both the solicitation and quotes should be written, in either electronic or hard copy form. Generally, the contract will be in the form of a purchase order, although the nature of the procurement (e.g. for services) may require additional terms and conditions. Small purchase construction contracts over \$2,000 in value are subject to the Davis-Bacon Act.

The County has established small purchases to be between \$3,000-\$50,000. A minimum of three quotes are required unless sole source, then processing of a *Method of Source Selection* would be required. Regardless, required documentation must also include: 1) an ICE; 2) rationale and contract type justification; 3) price/cost analysis; and, 4) FTA required clauses for inclusion on purchase order.

21. Clear, Accurate, and Complete Specification

Specifications shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Specifications shall also seek to promote overall economy for the purposes intended, and encourage competition in satisfying SJCTS needs. Descriptions shall not contain features that unduly restrict competition. The description shall include a statement of the qualitative nature of the material, product, or service to be procured. When necessary, the description shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.

All future purchases greater than \$0 will provide for full and open competition with a clear statement of work. When requesting quotes SJCTS Transit Grant Specialist and/or the buyer will ensure that potential vendors are provided with a written, clear statement of work for services or specifications for supplies.

22. Adequate competition – Three or More Competitors

Proposals should be solicited from an adequate number of potentially qualified Proposers in order to obtain maximum open and free competition or where appropriate, adequate competition.

23. Competitive Sealed Bidding

Bids in excess of the County's bid threshold of \$50,000 are publicly solicited through a formal BIDs with a fixed-price contract (lump sum or unit price) being awarded to the lowest-priced responsive bid from a responsible bidder conforming to all the material terms and conditions of the bid.

Competitive sealed bidding is utilized when there is a complete, adequate, precise and realistic description of the solicited items and award may be made on the basis of price and price-related factors alone, without discussions or negotiations with responsive bidder, other than clarifications regarding issues of responsibility or matters not affecting price, schedule, or quality.

Discussions with bidders are expected to be unnecessary. A prebid meeting may or may not be held before the bid opening. Public notice of the BID shall be posted to DemandStar website at least ten days prior to the date set for bid opening. All bids will be publicly opened at the time and place prescribed in the BID.

If the BID includes pricing for any options or alternatives, the solicitation must define whether or not they will be considered in determining the low bid, and, in the event of multiple options, the basis for and order in which they will be accepted.

In the event that a single responsive bid is received from a responsible bidder, the County inquires of those who did not bid the reason for lack of response and then determines whether to accept or reject the bid.

See St. Johns County Purchasing Procedure Manual.

24. Advertised/Publicized (Sealed Bid) (RFP)

All procurement transactions are to be conducted in a manner intended to maximize full and open competition. Each competitive procurement, whether sealed BID or RFP, shall be posted on the DemandStar (web-based bid notification service) internet page for downloading. DemandStar provides the solicitation number and title, the date of any pre-bid or pre-proposal conference, the date

and time for receipt of responses to the solicitation, and all solicitation documents. Additionally, if applicable, some procurements may be advertised in local, and/or, as appropriate, regional, national and trade publications. For procurements below the \$50,000 bid threshold, formal advertising is not required, but may be used if appropriate.

The County posts notification of solicitations on the internet using DemandStar by Onvia. That website is accessible from the County's Purchasing website. Depending upon the anticipated solicitation amount and/or product/service an ad may also be placed in a local newspaper of general circulation or in a national publication. The SJCTS Transit Grant Specialist will mark whether an advertisement is required or not on an internal solicitation information form that is attached to the technical specifications. Additionally, the Transit Grant Specialist will include the name of the publication(s). The buyer will handle placing the ad and completing the internal documentation for billing.

25. Adequate Number of Sources Solicited (Sealed Bid) (RFP)

Bids/RFPs are solicited from an adequate number of suppliers. Demandstar is a web-based bid notification service. Interested bidders sign up with Demandstar to receive email or fax notification of bid opportunities based upon commodity codes and/or for agencies they choose.

26. Sufficient Bid Time [Sealed Bid]

Bidders are allowed sufficient time to prepare bids before the date of bid opening.

27. Bid Opening [Sealed Bid]

Bids are publicly opened and any attendees are provided a copy of the Bid Tabulation which lists the name of the submitter and the bid price, if applicable. After the receipt and opening of bids, the Buyer shall examine all bids timely received to determine if they are responsive. A responsive bid is one that is timely received and which complies with all requirements of the solicitation; it must represent a clear and unequivocal offer to provide the good or services specified at a stated price or prices. Exceptions to the specification or contractual terms, or ambiguous or conditional pricing usually render a bid non-responsive. However, if the terms of the solicitation permit, the Buyer may waive minor informalities, defined as matters not affecting the price, schedule, or quality of the bid.

28. Responsiveness [Sealed Bid]

These criteria address the scope of the bidder's response and conformance to specifications.

- Evaluate the responsiveness, which relates to compliance with the specifications and provisions of the solicitation.
 - Determine bounds of commonality. Absolute conformity is not required, just material compliance.
 - Check for bid security requirements; lack of security, where required, is a material nonconformity.
 - The Department must approve the bid after it is opened.

See St. Johns County Purchasing Procedures Manual Section 304 Specifications, Bids and Awards.

29. Lowest Price [Sealed Bid]

The lowest price or lowest total cost or the highest revenue (in the case of revenue contracts), is principally the deciding factor in most source selections.

A firm fixed price contract is usually awarded in writing to the lowest responsive and responsible bidder, but a fixed price incentive contract or inclusion of an economic price adjustment provision can sometimes be appropriate. When specified in the bidding documents, factors such as transportation costs and life cycle costs affect the determination of the lowest bid; payment discounts are used to determine the low bid only when prior experience indicates that such discounts are typically taken.

Rejecting Bids [Sealed Bid]

Any or all bids may be rejected if it is determined to be in the best interest of the County but should be avoided whenever possible. Final decision is determined by the Purchasing Manager and/or Department Manager.

- Bids may be rejected if situations including, but not and limited to, the following occur:
 - Proposed supplies/services no longer needed at this time
 - Errors in specifications or incomplete specifications
 - BID did not provide for consideration of all factors of cost
 - Bids are unmeasurable
 - Collusion
 - Lack of competitiveness
 - Inadequate evaluation criteria
 - Lack of available funds
 - Changes in intended project
 - All bids exceed budgeted amount for project
- Notify all bidders, in writing, of rejection.
- Determine appropriate further action.
 - Rebid the item/project with appropriate revisions
 - Cancel the bid
 - Delay to some future date

30. Evaluation [RFP]

SJCTS will include in all bid documents relevant evaluation factors and level of importance. Evaluations will be conducted pursuant to each bidder's response to each factor and respective level of importance. The process will be in compliance with 14. Written Procurement Selection Procedures above.

31. Price and Other Factors [RFP]

The County uses the RFP method of procurement when price and other evaluation factors are used to determine the best value to the County. The evaluation committee will review and score the technical and written factors, while the buyer will determine the score for the price element based upon the Transit Grant Specialist's pre-selected value for price. This method is not used on sealed bids where only price and price related factors are evaluated.

32. Sole Source if Other Award is Infeasible

A sole source procurement is a purchase accomplished through solicitation or acceptance of a proposal from only one source; or, if after solicitation of a number of sources competition is determined inadequate. A sole source purchase must be documented as to the reasons why only one supplier is acceptable. This documentation is furnished by the originating department.

The following areas must be considered in sole source determinations:

- a) A contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement.
- b) Sole source procurement may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:
 - (1) The item is available only from a single source;
 - (2) The public exigency or emergency (i.e., a threat to public health, welfare, safety, property, or other substantial loss to SJCTS, or a situation requiring immediate action by SJCTS, as determined by SJCTS) for the requirement will not permit a delay resulting from competitive solicitation.
 - (3) After solicitation of a number of sources, competition is determined inadequate; or
 - (4) The item is an associated capital maintenance item as defined in 49 U.S.C. § 5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced. The grantee must first certify in writing to FTA: (1) that such manufacturer or supplier is the only source for such item; and (2) that the price of such item is not higher than the price for such item by like customers.

A Price Analysis or Cost Analysis is required for each purchase over \$3,000. The Transit Grant Specialist is required to submit either a price analysis or cost analysis with the purchase request. If the analysis is missing, the buyer will contact the Transit Grant Specialist. Once all required documentation is received, the purchase can proceed.

When the SJCTS Transit Grant Specialist determines that the item or service meets the criteria for a sole source purchase, the Transit Grant Specialist must complete the *Method of Source Selection* form (an ICE is also required), attach supporting documentation, and then route it internally for signatures based upon the dollar value. Signatures outside of SJCTS may include Purchasing Manager, Assistant County Administrator and/or County Administrator. Once the form has been approved then a purchase order can be issued.

34. Evaluation of Options

An option means a unilateral right in a contract by which, for a specified time, SJCTS may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract. If SJCTS chooses to use options, the option quantities of periods contained in the contractor's/consultant's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement. In addition, SJCTS must ensure that the exercise of an option is in accordance with the terms and conditions of the option stated in the initial contract awarded.

The determination shall be made on the basis of one of the following:

- a. A new solicitation fails to produce a better price or a more advantageous offer than that offered by the option;
- b. An analysis of prices or an examination of the market indicates that the option price is better than prices available in the market or that the option is the more advantageous offer; or
- c. The time between the award of the contract containing the option and the exercise of the option is so short that it indicates the option price is the lowest price obtainable or the more advantageous offer. The determination shall take into consideration such factors as market stability and comparison of the time since award with the usual duration of contracts for such supplies or services.

The determination should also take into account SJCTS' need for continuity of operations and potential costs of disrupting operations and is in accordance with the terms of the options in the contract.

35. Cost or Price Analysis

Requirement:

A cost or price analysis must be performed for every procurement action, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation.

Independent Estimate:

Any cost or price analysis must be based on an independent estimate, which should be developed before a solicitation is issued, but in no event after the receipt of bids or proposals. For contract modifications, the independent estimate must be prepared without knowledge of the contractor's proposed pricing.

Cost Analysis:

A cost analysis must be performed when the offeror is required to submit the elements (i.e., labor hours, overhead, materials, etc.) of the estimated cost.

A cost analysis will be necessary when adequate price competition is lacking, including sole source procurements (which include contract modifications, change orders, and exercise of options), unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set forth by law or regulation.

Adequate price competition may be determined to exist when the perception of competition exists, even if only one bid or proposal is received; conversely, the receipt of multiple bids or proposals with widely differing prices may not constitute adequate price competition.

Profit is to be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles

contained in Part 31 of the Federal Acquisition Regulations. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

Price Analysis:

A price analysis looks at the price as a whole without examination of its various components, and is usually performed by comparing prices to those from other comparable procurements. A price analysis may be used in all instances where a cost analysis is not required to determine the reasonableness of the proposed contract price.

36. Exercise of Options

An option is a unilateral right in a contract by which, for a specified time, SJCTS may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract. The use of options must be limited to quantities of goods or services that are reasonably anticipated to be required by SJCTS during the term of the contract; options may not be included solely with the intent of assigning them to another entity in the future; however, contracts may include a provision allowing assignment to other agencies in the event of a change in SJCTS' anticipated requirements, in accordance with FTA regulations and guidance.

The option quantities or periods must be defined in the solicitation; contained in the offer upon which a contract is awarded; and evaluated as part of the initial award process. When an option has not been evaluated as part of the award, the exercise of the option will be considered a sole source procurement and must be justified as such.

The exercise of an option must be in accordance with the terms and conditions of the option as stated in the initial contract, and an option may not be exercised unless it is determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised, cost and other factors considered.

If sequential options (e.g., a series of one-year extensions) exist, the failure to timely and properly exercise any option will void all subsequent options.

SJCTS may exercise options in contracts of other public agencies ("piggybacking") in accordance with FTA regulations and guidance. Use of such options is considered sole source actions and must be documented accordingly.

37. Out of Scope Changes

A significant change in contract work (property or services) that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change. Such practices are sometimes informally referred to as "tag-ons." A change within the scope of the contract (sometimes referred to as an "in-scope" change) is not a "tag-on" or cardinal change.

FTA funded purchases do not allow for "tag-ons". If such a purchase were to occur, SJCTS must use a funding source other than FTA.

38. Advance Payments

The use of FTA funds for payments in advance of the incurrence of costs by the contractor is generally prohibited, without prior written approval from FTA. FTA does permit advance payments from FTA funds for those purchases where advance payment is customary in the commercial

marketplace such as utility services and subscriptions. FTA approval of such advance payments is required when the amount exceeds \$100,000. SJCTS should not make advance payments using other funds (including local match funds) except where (a) it is customary in the industry, or (b) there are sound business reasons (e.g. to enable a more cost-effective pricing structure) for doing so; in the latter case, the file shall be documented to fully justify the advance payment.

The County's policy does not allow for advance payments. Requests for advance payment are reviewed to determine if it is permissible under FTA. Purchasing is not involved in making payments. The buyer will review the purchase to ensure that an advance payment is not required. If an advance payment is required it is the Transit Grant Specialist's responsibility to discuss with vendor to have requirement removed. If unsuccessful, the Transit Grant Specialist will need to identify another vendor from which to make the purchase.

39. Progress Payments

The County's policy allows for progress payments in some purchases. Requests for advance payment are reviewed to determine if it is permissible under FTA and adequate security is obtained (such as taking title, letter of credit or equivalent means). If the request is for a construction contract, then the percentage of completion method would be used. For services, if a schedule has been created outlining phases of work with deliverables then payments can be made after each deliverable milestone has occurred. The buyer will notate on the purchase order if progress payments have been approved as part of the contract. Purchasing is not involved in making payments.

40. Time and Materials Contracts

A Time and Material contract or change order is one in which a clear scope cannot be defined, due to unknown conditions or circumstances affecting the work. Typically this will involve an emergency situation. Since such contracts provide no incentive for the contractor to work efficiently or in a cost-effective manner, their use is restricted to situations in which no other type of contract is suitable. Before entering into such a contract, the Buyer must prepare a written justification / documented determination that no other type of contract is feasible. Such contracts will specify a Not-to-Exceed ceiling price (a limitation of funding) that the contractor shall not exceed except at its own risk, to control cost liability. The Buyer must also verify that the contractor's accounting system is adequate to properly segregate and bill costs. The Transit Grant Specialist is required to provide thorough oversight to verify the amount of work performed and materials used. The official contract file must also include documented price negotiations, which is to formalize the negotiated price, by change order to the time and material award. Every effort should be made to limit the scope of a Time and Materials contract or change order until another type of contract or change order can be established.

41. Cost Plus Percentage of Cost

Contracts that are structured with payment provisions based on the incurrence and payment of actual costs, such as direct labor, with a fixed mark-up on the actual costs incurred for (a) profit, (b) indirect costs, (c) or both, are prohibited by Federal statute and shall not be used. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

42. Liquidated Damages Provisions

The sum which a party to a contract agrees to pay if he breaks some promise and, which having been arrived at by good faith effort to estimate actual damage that will probably ensue from breach, is recoverable as agreed damages if breach occurs. These damages for breach may be liquidated in the contract at an amount which is reasonable in light of the anticipated or actual harm by such breach,

the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy.

Liquidated Damages value will be calculated and placed in the bid document and final contract and contractually bound upon signed contract. For FTA funded projects where the liquidated damages clause is used, the Transit Grant Specialist will complete either the *Liquidated Damages Calculator* form or *Liquidated Damages Checklist* form (depending upon whether for construction or non-construction purchase) to determine a reasonable amount for SJCTS's costs. The calculation form will be maintained in the bid file. Any liquidated damages recovered on a FTA funded project would be credited to the project account involved unless FTA permits otherwise.

43. Piggybacking

The term "piggybacking" is often used to describe one public agency's use of another public agency's existing contract when the awarding agency's contract did not originally envision its use by the piggybacking agency. A number of FTA requirements must be met before such a contract may be used. FTA requires that the existing contract contain an assignability clause and all required FTA contract clauses and certifications; these clauses cannot be added by SJCTS as part of its use of the existing contract. All quantities acquired by assigned contract rights must be within the original contract quantities (including options) and acquired within the term of the existing contract. SJCTS must determine that the agency with the contract complied with all FTA requirements relating to competition and performance of a cost or price analysis. SJCTS must also perform its own cost or price analysis to determine that the prices it will pay are fair and reasonable. SJCTS procurement staff will obtain all appropriate documentation from the original awarding agency are retained in the procurement file for that acquisition. Piggybacking should not be confused with a joint acquisition, where SJCTS is a named party in the original solicitation.

SJCTS may exercise options in contracts of other public agencies ("piggybacking") in accordance with FTA regulations and guidance. Use of such options is considered sole source actions, must be documented accordingly, and follow St. Johns County Purchasing Procedure Manual. This process requires the following to be maintained in the official contract file:

A documented determination that the contract prices remain fair and reasonable at the time the piggy-backing takes place.

A documented verification that the contract containing the option was procured in accordance with all FTA requirements, including obtaining copies of the relevant documents from the procuring agency.

A separate contract or purchase order should be entered into between the vendor and the County.

Where purchases are made from state, local purchasing schedules, contracts awarded outside the boundaries of the State of Florida or contracts which do not include all FTA requirements, the necessary contract terms, representations and certifications may be added by agreement of the parties. Likewise, any contract terms may be modified to reflect Florida law or the County's requirements. However, the contract may not be modified to substantively change the product or services being acquired.

The use of contracts bid by other governmental agencies is allowed, but requires that the Transit Grant Specialist complete the *Method of Source Selection* and then route it internally for signatures based upon the dollar value. Signatures outside of SJCTS may include Purchasing Manager, Assistant County Administrator and/or County Administrator. Once the form has been approved then a purchase order can be issued.

44. A&E and Other Services

A qualifications-based (Brooks Act) RFQ process will be used for the procurement of A/E services and related services such as program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, or related services.

Following this method, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Under this method, the County may not consider price as an evaluation factor in determining the most qualified. Negotiation is conducted with only the most qualified. If negotiations fail with the most qualified, then the County would move on to negotiate with the next most qualified, and so on.

This method of procurement cannot be used to obtain other types of services, even through a firm that provides the above types of services is also a potential source to perform other services

45. Bid Security [Construction over \$100,000]

The bid security shall consist of a firm commitment such as a bid bond executed by an admitted surety insurer, cash or certified or cashiers' check, accompanying a bid as assurance the Bidder will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.

Bid security shall generally be required in all competitively bid construction contracts and purchase contracts estimated to cost in excess of \$100,000 although the purchasing representative may decide in conjunction with the Transit Grant Specialist against requiring bid security for purchases on a "case-by-case" basis should circumstances indicate that the benefits of not requiring bid security outweigh the risks.

The bid security amounts shall generally be 5% of the bid price. It may also be set at a fixed dollar value. For Federally funded contracts in excess of \$50 million dollars, County staff will review its surety requirements in accordance with the guidance contained in FTA Circular 4220.1F prior to release of the contract documents. When a bid security is required, the solicitation must contain a statement to that effect, and provide sufficient details for Bidders to determine the amount of the bid security required.

46. Performance and Payment Security [Construction over \$100,000]

FTA requires, for all construction contracts in excess of the federal small purchase threshold (currently \$100,000), that the contractor provide a bid bond equal to 5% of the bid amount; a performance bond for 100% of the contract price; and a payment bond equal to 50% of contracts not more than \$1 million; 40% of contracts over \$1 million but not more than \$5 million; and a flat amount of \$2.5 million if the contract value is more than \$5 million

The County shall require bid, performance and payment bonds in compliance with requirements for construction-related procurements as defined in FTA Circular 4220.1F, Chapter IV, §2. h, if federal funds are involved.

When a contract with bonds is modified or supplemented by a change affecting the contract price, the Contractor shall be required to furnish additional bonding to provide for the changes to the contract.

47. Clauses

The FTA clauses are all included in the boilerplate bid documents for SJCTS. The Transit Grant Specialist checks the box of the appropriate clauses for the bid based upon item/service and anticipated contract amount on the *FTA Clauses Checklist* form (see Appendix). The buyer then deletes the non-applicable clauses from the boilerplate document. If the purchase is below the bid threshold, then the buyer works with the Transit Grant Specialist to choose the appropriate clauses for the purchase. When the purchase is to be made from a state contract (or other governmental agency contract), the buyer cites the state contract number on the purchase order and includes a statement about the funding source and applicability of the FTA requirements through an attachment with the FTA clauses listed based upon the item/service and dollar amount of the purchase.

STATEMENT OF FINANCIAL ASSISTANCE. This solicitation or contract will be funded in whole or in part by the U.S. Department of Transportation, Federal Transit Administration.

The following requirements are applicable for every solicitation or contract:

A. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized

representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

7. FTA does not require the inclusion of these requirements in subcontracts.

D. 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.

E. CIVIL RIGHTS

The following requirements apply to the underlying contract:

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination

against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

F. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as St. Johns County, Florida deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

c. *{If a separate contract goal has been established, use the following}* Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]**:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial proposals] [prior to contract award]** (*see* 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the St. Johns County, Florida. In addition, [the contractor may not hold retainage from its subcontractors.] [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.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the St. Johns County, Florida and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The contractor must promptly notify St. Johns County, Florida, 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 St. Johns County, Florida.

G. 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.

H. AMERICANS WITH DISABILITIES ACT

- (1) *New Buses and Construction*: All design and construction must meet all federal regulations of 49 CFR Part 37 and Part 38.
- (2) *Used Buses*: Must meet all federal regulations of 49 CFR Part 38.
- (3) *Modification of Facilities*: Must meet all federal regulations of Appendix A to 49 CFR Part 37, the ADA Accessibility Guideline (ADAAG).

I. PRIVACY ACTS

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

J. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

Additional Requirements – Conditional: (Please read each qualifying condition carefully)

K. TERMINATION - *If this solicitation or contract is valued at \$10,000 or greater (with the exception of contracts with nonprofit organizations and institutions of higher education, for which the applicable threshold is \$100,000):*

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

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

If it is later determined by the St. Johns County, Florida 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 St. Johns County, Florida, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The St. Johns County, Florida 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 St. Johns County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from St. Johns County, Florida setting forth the nature of said breach or default, St. Johns County, Florida 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 St. Johns County, Florida from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that St. Johns County, Florida elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by St. Johns County, Florida shall not limit St. Johns County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the St. Johns County, Florida may terminate this contract for default. The St. Johns County, Florida 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 Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the St. Johns County, Florida may terminate this contract for default. The St. Johns County, Florida 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 St. Johns County, Florida goods, the Contractor shall, upon direction of the St. Johns County, Florida, protect and preserve the goods until surrendered to the St. Johns County, Florida or its agent. The Contractor and St. Johns County, Florida 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 St. Johns County, Florida.

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the St. Johns County, Florida may terminate this contract for default. The St. Johns County, Florida shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the St. Johns County, Florida 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 St. Johns County, Florida 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 St. Johns County, Florida in completing the work.

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

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

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

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

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

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

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 St. Johns County, Florida.

j. Termination for Convenience or Default (Cost-Type Contracts) The St. Johns County, Florida 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 the St. Johns County, Florida 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 St. Johns County, Florida, or property supplied to the Contractor by the St. Johns County, Florida.

If the termination is for default, the St. Johns County, Florida 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 St. Johns County, Florida and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the St. Johns County, Florida, 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 St. Johns County, Florida determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the St. Johns County, Florida, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

L. RECYCLED PRODUCTS - *If this solicitation or contract is for items designated in Subpart B, 40 CFR part 247 by the EPA, and the St. Johns County procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds:*

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

M. GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) - *If this solicitation or contract is valued at \$25,000 or more:*

Suspension and Debarment

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

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by St. Johns County, Florida. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to St. Johns County, Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that

may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

N. BUY AMERICA - *If this solicitation or contract exceeds \$100,000 (includes rolling stock and construction):* The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

O. BREACHES AND DISPUTE RESOLUTION - *If this solicitation or contract exceeds \$100,000:*

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the St. Johns County's Purchasing Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing Manager. 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 Purchasing Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by St. Johns County, Florida, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within 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 St. Johns County, Florida and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the St. Johns County, Florida 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 St. Johns County, Florida, the Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

P. LOBBYING - *If this solicitation or contract is for \$100,000 or more:*

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Q. CLEAN AIR - *If this solicitation or contract exceeds \$100,000, including for indefinite quantities where the amount is expected to exceed \$100,000 in any year:*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the

Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

R. CLEAN WATER - *If this solicitation or contract is for \$100,000 or more:*

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

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

S. CARGO PREFERENCE - *If this solicitation or contract involves the transportation of purchased property by ocean vessel:*

The contractor agrees: a. 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; b. 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.) c. 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.

T. FLY AMERICA - *If this solicitation or contract involves the transportation of property or persons by air between U.S. and foreign destinations, or between foreign locations:*

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

U. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS - *If this solicitation or contract involves a construction project over \$2,000:*

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the

rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

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

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

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

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

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

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

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - *If this solicitation or contract, whether for construction or nonconstruction activities, exceeds \$100,000:*

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

(3) **Withholding for unpaid wages and liquidated damages** - The St. Johns County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

W. BONDING REQUIREMENTS - *If this solicitation or contract is for construction and exceeds \$100,000:*

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 - (1) 50% of the contract price if the contract price is not more than \$1 million;
 - (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (3) \$2.5 million if the contract price is more than \$5 million.
- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)**(a) Bid Security**

A Bid Bond must be issued by a fully qualified surety company acceptable to St. Johns County and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by St. Johns County 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 [ninety (90)] days subsequent to the opening of bids, without the written consent of St. Johns County.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of St. Johns County, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of St. Johns County's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by St. Johns County as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense St. Johns County for the damages occasioned by default, then the undersigned bidder agrees to indemnify St. Johns County and pay over to St. Johns County the difference between the bid security and St. Johns County's total damages, so as to make St. Johns County whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

- 1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the St. Johns County determines that a lesser amount would be adequate for the protection of the St. Johns County.
- 2. The St. Johns County may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The St. Johns County may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

- 1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the St. Johns County may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the St. Johns County's interest.

(a) The following situations may warrant a performance bond:

1. St. Johns County property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the St. Johns County, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the St. Johns County determines that a lesser amount would be adequate for the protection of the St. Johns County.
2. The St. Johns County may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The St. Johns County may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the St. Johns County's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million;
 or
 - (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The St. Johns County shall determine the amount of the advance payment bond necessary to protect the St. Johns County.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The St. Johns County shall determine the amount of the patent indemnity to protect the St. Johns County.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to St. Johns County, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by St. Johns County, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Transit Grant Specialist], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by St. Johns County and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to St. Johns County. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to St. Johns County written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

X. SEISMIC SAFETY - *If this solicitation or contract pertains to the construction of new buildings or for additions for new buildings:* The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of

Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Y. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS - *If this solicitation or contract involves transit operations performed by employees of a contractor recognized by FTA to be a transit operator:*

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Z. CHARTER BUS - *If this solicitation or contract is for an operational service contract:*

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR 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 under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

AA. SCHOOL BUS - *If this solicitation or contract is for an operational service contract:*

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

BB. BUS TESTING - *If this solicitation or contract is for the purchase of rolling stock:*

The Contractor agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

CC. DRUG AND ALCOHOL TESTING - *If this solicitation or contract is for an operational service contract:* The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Florida, or the St. Johns County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before October 31st and to submit the Management Information System (MIS) reports before January 31st to Director of Risk Management, PO Box 490, Station 60, Gainesville, FL 32602. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

DD. PATENT AND RIGHTS IN DATA - *If this solicitation or contract involves experimental, developmental, or research work:*

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government 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.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, 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 in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "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.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

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

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added 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 that 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 the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree 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 Purchaser or 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. Neither the Purchaser nor 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.

(e) 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.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, 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 provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

EE. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE - *If this solicitation or contract is for Intelligent Transportation Systems projects:*

With respect to all Contracts involving the provision of Intelligent Transportation Systems ("ITS"), Contractor agrees to conform to the ITS National Architecture, as promulgated by the United States Department of Transportation, Intelligent Transportation Systems, Joint Program Office.

FF. PRE-AWARD AND POST DELIVERY AUDIT REPORTS - *If this solicitation or contract is for the purchase of rolling stock:*

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- (1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- (3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

GG. DIFFERING SITE CONDITIONS – *If this solicitation or contract pertains to the construction of new buildings or for additions for new buildings:*

- (1) The Contractor shall promptly, and before the conditions are disturbed, give a written notice within two (2) business days to the Transit Grant Specialist of:
 - (a) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or
 - (b) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (2) The Transit Grant Specialist shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
- (3) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in paragraph (1) of this clause for giving written notice may be extended by the Transit Grant Specialist. In the event that the parties cannot agree on the amount of compensation for the equitable adjustment, the Contractor is required to proceed with the work and resolve the issue at a later date.
- (4) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

HH. NOTIFICATION OF FEDERAL PARTICIPATION - *If this solicitation or contract is valued at \$500,000 or more:*

Contractor agrees to provide notification to St. Johns County specifying the amount of Federal assistance intended to be used to finance the acquisition of goods or services (including construction services) having an aggregate value of \$500,000 or more, and to express the amount of that Federal assistance as a percentage of the total cost of the Contract.

48. Revenue Contracts

FTA Circular 4220.1F applies to any revenue contract whose primary purpose is to either generate revenues in connection with a transit-related activity, or to create business opportunities utilizing an FTA-funded asset. Where feasible, a competitive process suitable to the type and scope of the revenue activity involved and the availability of competition will be conducted by SJCTS.

49. Disadvantaged Business Enterprise (DBE)

It is the policy of SJCTS that disadvantaged business enterprises (DBEs), as defined in 49 C.F.R. Part 26, shall have an opportunity to participate in awards of its contracts and subcontracts. SJCTS shall take positive actions to ensure utilization of DBEs through its DBE Program. A review of DBE subcontracting opportunities shall be conducted for each U.S. Department of Transportation funded solicitation over \$50,000. An overall percentage goal for DBE participation is established on a three-year based on the forecasting of anticipated contracting/subcontracting opportunities.

50. Written Record of Procurement History

The Common Grant Rules require the County to maintain and make available to FTA written records detailing the history of each procurement, as follows:

- (a) Procurement Method. The County must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any purchase that does not qualify as competitive;
- (b) Contract Type. The County must state the reasons for selecting the contract type it used (fixed price, cost reimbursement, and so forth);
- (c) Contractor Selection. The County must state its reasons for contractor selection or rejection. FTA expects the County to include a justification for each noncompetitive award. The County should include a written responsibility determination for the successful contractor; and
- (d) Cost or Price. The County must evaluate and state its justification for the contract cost or price.
- (e) Reasonable Documentation. The extent of documentation should be reasonable. Documents included in a procurement history should be commensurate with the size and complexity of the procurement itself. FTA recognizes that these written records will vary greatly for different procurements. For example, a receipt or bill accompanying a \$100 credit card purchase might contain all of the required information to support that procurement. Procurements that are more substantial may require extensive documentation.

The buyer is to ensure that the County's solicitation file consists of the following documentation:

- 1. Relevant emails;
- 2. Suggested vendor list;
- 3. Rationale for type of procurement used;
- 4. Rationale for selection of contract type;
- 5. Independent Cost Estimate;
- 6. Solicitation legal advertisement;
- 7. Solicitation record listing all vendors responding to the procurement;
- 8. All documentation relating to the selection process including, but not limited to, evaluation score sheets, bids/proposals, rationale for selection and/or rejection of respondents, the basis for the contract price, and the source selection plan;
- 9. Final contract, including proof of insurance and bond documents (if applicable);
- 10. County Commission approval, if required;
- 11. Project authorization document;
- 12. Applicable correspondence;
- 13. Original procurement document and all addenda;
- 14. Original responses to the procurement;
- 15. Price/Cost Analysis;
- 16. Purchase Order copy;
- 17. DBE information, and;
- 18. Returned mail.

The contract file consists of the following documentation:

1. Final contract;
2. Applicable correspondence;
3. Purchase Orders, Amendment, Extension, and/or Change Orders, as applicable;
4. Purchase Order Modifications, as applicable, and;
5. Additional County Commission approval, as required

The solicitation and contract files are maintained by the County's Purchasing Division during the procurement process, throughout the term of the contract, and for five years (15 years if for construction) following completion of the contract.

For purchases below the bid threshold or sole sourced (regardless of amount) the buyer will ensure that the purchase has the following documentation:

1. Rationale for type of procurement used;
2. Rationale for selection of contract type;
3. Independent Cost Estimate;
4. Quote(s) and/or *Method of Source Selection* form;
5. Price/Cost Analysis;
6. County Commission approval, if required;
7. Purchase Order copy

As part of the procurement history, the Transit Grant Specialist completes the *Award Recommendation Transmittal* form and states to whom the bid is recommending to be awarded. The Transit Grant Specialist's signature denotes that bidder is both the most responsive and responsible bidder.

51. Design-Bid-Build

The design-bid-build procurement method requires separate contracts for design services and for construction.

The County uses qualifications-based procedures when acquiring design services. However, competitive procedures, i.e., usually BIDs, are utilized when acquiring construction, alteration or repair of real property.

The County first issues a solicitation (qualifications-based) for the design services. Once that contract is complete and drawings are finalized then another bid (based upon price only) would be issued for the construction services.

52. Design-Build

The design-build procurement method requires a contract with a seller, firm, or consortium of firms both to design and construct a public transportation facility that is the subject of the project.

The County rarely uses this method, but if it is used then the County would issue a solicitation (qualifications-based) for the design services and construction services and would enter into one contract with the lead firm for completion of the specified performance criteria.

53. Veterans Preference / Employment

FTA requires 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.

APPENDIX

FORMS

Determination of Fair and Reasonable Price

Use this form only for Micro-Purchases (\$3,000 or less)

Brief Description of Item/Service: _____

Micro-purchases do not require more than one price or quote, but you must certify that the price paid is fair and reasonable.

I hereby determine the price to be fair and reasonable based on at least one of the following reasons:

- ☐ Price compares favorably to price paid for the same/similar item or like complexity under a previous PO
- ☐ Price compares favorably with catalog or list price for similar item or like complexity
- ☐ Published advertisement that shows regular and sale prices
- ☐ Item is a standard commercial item sold in the open marketplace
- ☐ Purchase was made from an existing state or local agreement for which competition was obtained
- ☐ Comparison with current price quote from another vendor
- ☐ Other _____

Signature _____ Date _____

Note: Attach copy of purchase order, quotes, agreement, catalog page, price list, advertisement, etc.

Determination of Fair and Reasonable Price

Use this form for purchases/contract extensions $\geq$ \$3,000

Brief Description of Item/Service: _____

Purchase through:

- ☐ Informal Quotes (below \$50,000 by department); require minimum of three price quotes*
- ☐ BID or RFP (competitively bid by Purchasing, regardless of amount)
- ☐ RFQ (competitively bid by Purchasing, regardless of amount)
- ☐ Extension to existing contract (competitively bid by Purchasing; pricing for extension year(s) included in bid)
*Note: If pricing for extension year(s) was not included in bid then choose next box below
- ☐ Extension to existing contract (competitively bid by Purchasing; pricing for extension year(s) not included in bid); completion of *Method of Source Selection* form required as the extension is considered a Sole Source
- ☐ Other Agency, Utility, Professional Services under \$50,000, Emergency, Only Approved, Sole Source, or Specified Source, then completion of *Method of Source Selection* form is required

*NOTE: County policy requires a minimum of three price quotes. FTA requires a minimum of two prices quotes.

I hereby determine the price to be fair and reasonable based on at least one of the following reasons:

- ☐ Comparison of competitively bid prices
- ☐ Price compares favorably to price paid for the same/similar item or like complexity under a previous PO
- ☐ Price compares favorably with catalog or list price for similar item or like complexity
- ☐ Published advertisement that shows regular and sale prices
- ☐ Item is a standard commercial item sold in the open marketplace
- ☐ Purchase was made from an existing state or local agreement for which competition was obtained
- ☐ Comparison of two or more current price quotes
- ☐ Analysis of price components against current published standards, such as labor rate, cost per unit, etc.
- ☐ Other:

CONTRACTOR RESPONSIBILITY

I certify that the prospective contractor is responsible and that firm has the capability in all respects to perform fully the contract requirement and has the integrity and reliability to assure good faith performance, and that based on the above the price is considered fair and reasonable.

Signature _____ Date _____

Note: Attach copy of purchase order, quotes, competitively bid tabulation sheet, agreement, catalog page, price list, advertisement, etc.

INDEPENDENT COST ESTIMATE

Use this form for all purchases \$3,000 or more before obtaining price quotes

Brief Description of Item/Service: _____

Total Estimated Price/Cost for this item/service would be: \$ _____

Method: The above estimate has been developed as follows (check all that apply):

- ☐ Published catalog or price list
☐ Recent prices for the same or similar item/service
☐ In-house engineering or technical estimate (see details below)
☐ Independent Third Party estimate developed by _____
☐ Other: _____

☐ If appropriate, the estimates/prices herein have been made current by adjusting for inflation using the following Producer or Consumer Price Index: _____

Cost Estimate Details: Identify the details for the estimated price/cost items/services shown below. You may create a format similar to A. or B. or any other format of your choosing.

A. Cost of Standard Items				
Vendor/Cost Source	Product	Unit Cost (\$/ea)	Unit Cost (\$/ea)	Notes
		Delivered	No Freight	

B. Cost of Services, Repairs, or Non-Standard Items								
Item/Task:								
Vendor/Cost Source	Materials	Other Direct Costs	Labor (rate, hours)	Labor Class	Allocated Overhead	*SG &A	Profit	Total

*Selling, General and Administrative Expenses

Signature _____ Date _____

Note: Attach copy of purchase order, invoice prior quotes, catalog page, price list, advertisement, and additional supporting documentation, etc., as appropriate.

RATIONALE OF PROCUREMENT DECISION MATRIX

To best determine which method of procurement is suitable, classify your situation by checking off the appropriate box below.

For **Sole Source**, only one element should be checked.

Non-Competitive Procurement Amount ≤ \$3,000	☐	Sealed Bid (BID) Complete and adequate specification or description Two or more responsible bidders willing to compete Selection can be made on basis of price Suitable for firm, fixed price	☐	Sole Source OEM, custom item Only one source available Approved by FTA – sole source Competition is inadequate after public solicitation	CHOOSE ONE ☐ ☐ ☐ ☐
Competitive Procurement (Quotes) Amount > \$3,000	☐	Competitive Proposals (RFP or RFQ) Complete specifications are not feasible Bidder input needed for specifications Two or more responsible bidders willing to compete Discussion needed w/bidders after receipt of proposals, prior to award Fixed price can be set after discussions	☐	Emergency Procurement Subset of Sole Source There is a health and/or safety issue that prohibits delay	☐
				Piggyback (Other Agency) Competitively bid Contract not in effect for more than 5 years Contract allows for use by other entities (i.e., cities, etc.) Required FTA clauses are included in the bid**	☐

** Required FTA clauses can be referenced on the PO and included as an attachment if the order is less than \$100,000; obtain signed debarment form.

SELECTION OF CONTRACT TYPE

Definite-Quantity Definite quantities known Fixed time period	☐	Requirements Unknown quantities but can provide min/max Unknown time period for deliveries Can commit to placing all requirements with one vendor	☐	Indefinite-Quantity Unknown quantities Need flexible delivery schedules Can award to more than one vendor	☐
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Signature: _____

Date: _____

PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, St. Johns County Transit System (the recipient) is satisfied that the buses to be purchased, _____

_____ (number and description of buses) from _____ (the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient ☐, or its appointed analyst ☐ _____ (the analyst – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Date: _____

Signature: _____ Title: _____

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, St. Johns County Transit System (the recipient) certifies that the buses to be purchased, _____

_____ (number and description of buses) from _____ (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

Date: _____

Signature: _____ Title: _____

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, St. Johns County Transit System (the recipient) certifies that it received, at the pre-award stage, a copy of _____'s (the manufacturer) self-certification information stating that the buses, _____

_____ (number and description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date: _____

Signature: _____ Title: _____

POST-DELIVERY BUY AMERICA COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663-Subpart C, **St. Johns County Transit System** (the recipient) certifies that it is satisfied that the bus(es) received, _____

_____ (number and description of buses) from _____ (the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient ☐, or its appointed analyst ☐ _____ (the analyst - not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the actual component and subcomponent parts of the bus identified by the manufacturer, country of origin, and cost; (2) the actual location of the final assembly point for the bus, including a description of the activities that took place at the final assembly point of the cost of final assembly.

Date: _____

Signature: _____ Title: _____

POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663-Subpart C, **St. Johns County Transit System** (the recipient certifies that a resident inspector, _____ (the resident inspector - not an agent or employee of the manufacturer), was at _____'s (the manufacturer), manufacturing site during the period of manufacture of the bus(es), _____

_____ (number and description of buses). The inspector monitored manufacturing and completed a report on the manufacture of the bus providing accurate records of all bus construction activities. The report addresses how construction and operation of the bus fulfill the contract specifications. After reviewing the report, visually inspecting the bus, and road testing the bus, the recipient certifies that the bus meets the contract specifications.

Date: _____

Signature: _____ Title: _____

POST-DELIVERY FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663-Subpart D, **St. Johns County Transit System** (the recipient) certifies that it received, at the post-delivery stage, a copy of _____'s (the manufacturer), self-certification information stating that the bus(es), _____

_____ (number and description of buses), comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

Date: _____

Signature: _____ Title: _____

CONTRACTOR RESPONSIBILITY CERTIFICATION

The Bidder is required to certify compliance with the following contractor responsibility standards by checking appropriate boxes. For purposes hereof, all relevant time periods are calculated from the date this Certification is executed.

	YES	NO
1. Has the firm been suspended and/or debarred by any federal, state or local government agency or authority in the past three years?		
2. Has any officer, director, or principal of the firm been convicted of a felony relating to your business industry?		
3. Has the firm defaulted on any project in the past three (3) years?		
4. Has the firm had any type of business, contracting or trade license revoked or suspended for cause by any government agency or authority in the past three (3) years?		
5. Has the firm been found in violation of any other law relating to its business, including, but not limited to antitrust laws, licensing laws, tax laws, wage or hour laws, environmental or safety laws, by a final unappealed decision of a court or government agency in the past three (3) years, where the result of such adjudicated violation was a payment of a fine, damages or penalty in excess of \$1,000?		
6. Has the firm been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three (3) years?		
7. Has the firm successfully provided similar products or performed similar services in the past three (3) years with a satisfactory record of timely deliveries or on-time performance?		
8. Does the firm currently possess all applicable business, contractor and/or trade licenses or other appropriate licenses or certifications required by applicable state or local laws to engage in the sale of products or services?		
9. Does the firm have all the necessary experience, technical qualifications and resources, including but not limited to equipment, facilities, personnel and financial resources, to successfully provide the referenced product(s) or perform the referenced service(s), or will obtain same through the use of qualified, responsible subcontractors?		
10. Does the firm meet all insurance requirements per applicable law or bid specifications including general liability insurance, workers' compensation insurance, and automobile liability insurance?		
11. Firm acknowledges that it must provide appropriate documentation to support this Contractor Responsibility Certification if so requested by the St. Johns County. The firm also understands that the St. Johns County may request additional information or documents to evaluate the responsibility of firm. Firm agrees to provide such additional information or supporting documentation for this Certification.		

Under the penalty of perjury, the Bidder's authorized representative hereby certifies that all information included in the Contractor Responsibility Certification or otherwise submitted for purposes of determining the Bidder's status as a responsible contractor is true, complete and accurate and that he/she has knowledge and authority to verify the information in this certification or otherwise submitted on behalf of the Bidder by his or her signature below.

Bidder Name: _____

Name/Title of person completing this form: _____

Signature: _____

Date: _____

Liquidated Damages Calculator Instructions:

Liquidated Damages:

Liquidated damages are a specific sum (or a sum readily determinable) of money, stipulated by the contracting parties, as the amount to be recovered for each day of delay in delivery of the product. Typically, the actual damage amount is unknown or difficult to estimate and is liquidated by the mutual agreement to the rate. Liquidated damages must be based on a reference to a definite standard, such as market value, established experience, or direct inference from known circumstances. Liquidated damages cannot be speculative or a penalty.

Rate Determination:

The amount of liquidated damages must be reasonable to ensure that the damages will not be held to be unenforceable. Therefore, the rate of liquidated damages, also, must be reasonable and is figured on a project-by-project basis. On the other hand, you do not want to set the liquidated damages at too low an amount. Once liquidated damages are included in a contract, you will be unable to recover actual damages in excess of the specified amount.

Rate will be determined using the liquidated damages calculator form.

Liquidated Damages per Calendar Day beyond Substantial Completion: The first rate will apply to each calendar day in reaching substantial completion as stated in the contract.

Elements of Rate Determination (all rates to be based on daily costs):

Design Consultant Fees – calculated as the construction administration portion of the consultant fee divided by the project duration it is based on increase by 3% per year based on duration. If not known, use estimate.

Construction Administrator Fees – calculated as the construction administration fee divided by the project duration it is based on increase by 3% per year based on duration. If not known, use estimate.

Temporary Heat/Cooling/Electric, Owner provided – calculated at \$0.012 per S.F. of a project area/day.

Temporary Storage of Owner provide FFE – costs for storage of Furniture, Fixtures, and Equipment, or other storage of products or materials caused by the delayed turn over of the facility. (20 ft. storage trailer - \$2.33/day; 40 ft. storage trailer - \$2.67/day).

New Staff Wages – wages for new employees intended to serve completed project for which no alternative work or benefit may be achieved prior to completion of the project.

Agency Administrative Costs – based upon daily rate for agency personnel assigned to work on project or agency personnel required to spend a portion of their time should be included at that percentage of the daily rate. If daily rate is unknown or unavailable, use \$500/day.

SJCTS Project Overhead – based upon daily rate for SJCTS administrative overhead costs not recovered in PM billing rate. Calculated at \$35.76/day.

Liquidated Damages Calculator

Enter Design Consultant's to CA fee (during construction)
 Enter Design Consultant's duration (days) of CA fee
 Enter Construction Administrator's total CA fee
 Enter Construction Administrator's duration (days) of CA fee
 Enter Total Project Enclosed Suare Footage
 Enter Total Daily SJCTA PM/APM Full Time Equivalents

\$
\$

Design Consultant Fees
 Construction Administrator's Fees
 Temporary Heat/Cooling/Electric
 Temporary Storage of Owner Provided FFE*
 Rental/Lease of Facilities form Students, Staff, and/or Clients*
 New Staff Wages*
 Project Manager/Assitant Project Manager
 Agency Administrative Costs*
 SJCTS Project Overhead
 Lost Revenues*
 Security*
 Other*

\$	/day
\$	/day
\$	/day
\$	/day
\$	/day
\$	/day
\$	/day
\$	/day
\$	/day
\$	/day
\$	/day
\$	/day

**Liquidated Damages per Calendar Day
beyond Substatial Completion**

For SJCTS Project # _____

*basis for costs must be included on/or attached to this form

Agency Review

By: _____

Typed or Printed Name

Signature

Date

Liquidated Damages Checklist

SJCTS PROJECT NO. _____ **CONTRACT TITLE:** _____

ESTIMATED CONTRACT VALUE: General _____ Mechanical _____

Electrical _____ Other _____

Item	Transit Grant Specialist's Determination		If Applicable, Dollar Amount
	Applicable	Non-Applicable	
1. Costs reflecting the relative importance of completion of this contract to the completion of other directly associated activities, e.g., if a \$10 million dollar substation is being procured and requires construction of a building, the cost to SJCTS of delays upon the completion of the building on the substation procurement should be considered.			
2. Rental costs for each day of facilities and equipment necessitated by the delays in contract completion.			
3. Cost(s) for additional maintenance required on equipment or structures being replaced for each day of delay in completion of the project.			
4. Additional operating costs to SJCTS for each day of delay in completion, including but not limited to cashier, operator and supervisory costs resulting from contract completion delays. Costs of route detours or substitution of one transit mode for another shall be considered.			
5. Loss of revenue to SJCTS's operations for each day due to delay in contract completion.			
6. Any other damages for each day of delay in completion which TS may anticipate, e.g., is there a high potential for delay of one prime contract with resulting costs to SJCTS for the other prime contracts.			
7. Estimated costs of inspection.			
8. Actual damages (Transit Grant Specialist to indicate whether actual types of damages should be excluded from the calculations).			
TOTAL			\$ -

FTA CLAUSES (ABBREVIATED)

(Mark Additional Conditional Requirements as Needed)

The following clauses are applicable for every purchase/solicitation/contract:

- ✓ NO GOVERNMENT OBLIGATION TO THIRD PARTIES
- ✓ PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
- ✓ ACCESS TO RECORDS AND REPORTS
- ✓ FEDERAL CHANGES
- ✓ CIVIL RIGHTS
- ✓ DISADVANTAGED BUSINESS ENTERPRISE (DBE)
- ✓ ENERGY CONSERVATION
- ✓ AMERICANS WITH DISABILITIES ACT
- ✓ PRIVACY ACTS
- ✓ INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Additional Requirements – Conditional

- ☐ TERMINATION - *If this solicitation or contract is valued at \$10,000 or greater*
- ☐ RECYCLED PRODUCTS - *If this solicitation or contract is for items designated in Subpart B, 40 CFR part 247 by the EPA, and the St. Johns County procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds*
- ☐ GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) - *If this solicitation or contract is valued at \$25,000 or more*
- ☐ BUY AMERICA - *If this solicitation or contract exceeds \$100,000 (includes rolling stock and construction)*
- ☐ BREACHES AND DISPUTE RESOLUTION - *If this solicitation or contract exceeds \$100,000*
- ☐ LOBBYING - *If this solicitation or contract is for \$100,000 or more*
- ☐ CLEAN AIR - *If this solicitation or contract exceeds \$100,000, including for indefinite quantities where the amount is expected to exceed \$100,000 in any year*
- ☐ CLEAN WATER - *If this solicitation or contract is for \$100,000 or more*
- ☐ CARGO PREFERENCE - *If this solicitation or contract involves the transportation of purchased property by ocean vessel*
- ☐ FLY AMERICA - *If this solicitation or contract involves the transportation of property or persons by air between U.S. and foreign destinations, or between foreign locations*
- ☐ DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS - *If this solicitation or contract involves a construction project over \$3,000*
- ☐ CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - *If this solicitation or contract, whether for construction or nonconstruction activities, exceeds \$100,000*
- ☐ BONDING REQUIREMENTS - *If this solicitation or contract is for construction and exceeds \$100,000*
- ☐ SEISMIC SAFETY - *If this solicitation or contract pertains to the construction of new buildings or for additions for new buildings*
- ☐ TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS - *If this solicitation or contract involves transit operations performed by employees of a contractor recognized by FTA to be a transit operator*
- ☐ CHARTER BUS - *If this solicitation or contract is for an operational service contract*
- ☐ SCHOOL BUS - *If this solicitation or contract is for an operational service contract*
- ☐ BUS TESTING - *If this solicitation or contract is for the purchase of rolling stock*
- ☐ DRUG AND ALCOHOL TESTING - *If this solicitation or contract is for an operational service contract*
- ☐ PATENT AND RIGHTS IN DATA - *If this solicitation or contract involves experimental, developmental, or research work*
- ☐ CONFORMANCE WITH ITS NATIONAL ARCHITECTURE - *If this solicitation or contract is for Intelligent Transportation Systems projects*
- ☐ PRE-AWARD AND POST DELIVERY AUDIT REPORTS - *If this solicitation or contract is for the purchase of rolling stock*
- ☐ DIFFERING SITE CONDITIONS - *If this solicitation or contract pertains to the construction of new buildings or for additions for new buildings*
- ☐ NOTIFICATION OF FEDERAL PARTICIPATION - *If this solicitation or contract is valued at \$500,000 or more*