

# MANATEE COUNTY GOVERNMENT

## REQUEST FOR PROPOSAL (RFP) #13-0215DC CONSULTANT SERVICES FOR DEVELOPMENT OF TRANSIT DEVELOPMENT AND TRANSPORTATION DISADVANTAGED SERVICE PLANS

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, for the purpose of professional services to develop its Ten-Year Major Transit Development Plan (TDP) and its Transportation Disadvantaged Service Plan (TDSP) Five-Year Major Update in accordance with the State of Florida Public Transit Block Grant Program.

**DEADLINE FOR CLARIFICATION REQUESTS:** December 20, 2012 at 5:00 P.M. shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposals to the Manatee County Purchasing Division. This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

**TIME AND DATE DUE:** Proposals will be received until January 17, 2013 at 3:00 P.M. at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

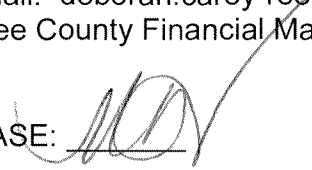
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**Important note: A prohibition of Lobbying is in place. Please review paragraph A.17 carefully to avoid violation and possible sanctions.**

### FOR INFORMATION CONTACT:

Deborah Carey-Reed, CPPB  
Purchasing Division Contract Negotiator  
PHONE (941) 749-3074, FAX (941)749-3034  
Email: [deborah.carey-reed@mymanatee.org](mailto:deborah.carey-reed@mymanatee.org)  
Manatee County Financial Management Department

AUTHORIZED FOR RELEASE: 

## **SECTION A: INFORMATION TO PROPOSERS**

PROPOSERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION.

### **A.01 OPENING LOCATION**

These proposals will be publicly opened at Manatee County Purchasing Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials at the time and date stated on the cover sheet. All Proposers or their representatives are invited to attend.

### **A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS**

Bids and Proposals on <http://www.mymanatee.org>

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals". You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the **Notice of Source Selection** seven (7) calendar days prior to COMMENCING NEGOTIATIONS with the selected firms.

IT IS THE RESPONSIBILITY OF EACH PROPOSER, PRIOR TO SUBMITTING THEIR PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING DIVISION (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR PROPOSAL.

### **A.03 REQUIREMENTS FOR FORMAT AND DELIVERY OF PROPOSALS**

Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have their proposal delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Purchasing Division. Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposer's request and expense.

Proposals must be submitted in the format specified in Section C hereof. The contents of each proposal shall be **separated and arranged with tabs in the same order as listed in the Subsections within Section C** identifying the response to each specific item thereby facilitating expedient review of all responses.

### **A.04 CLARIFICATION & ADDENDA**

Each Proposer shall examine all Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or agent. The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given.

Addenda shall be posted on <http://www.mymanatee.org>

It shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Office at (941)748-4501, ext. 3014 to determine if addenda were issued and to acknowledge receipt of same on the Proposal Signature page (Attachment A).

**DEADLINE FOR CLARIFICATION:** **December 20, 2012 at 5:00 P.M.** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposals to the Purchasing Division.

This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

#### **A.05 SEALED & MARKED**

One signed original (marked Original) and six (6) copies (marked Copy) of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #13-0215DC CONSULTANT SERVICES FOR DEVELOPMENT OF TRANSIT DEVELOPMENT AND TRANSPORTATION DISADVANTAGED SERVICE PLANS**" and addressed to:

Manatee County Purchasing Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205

#### **A.06 LEGAL NAME**

Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

#### **A.07 PROPOSAL EXPENSES**

All expenses for making proposals to the County are to be borne by the Proposer.

#### **A.08 EXAMINATION OF OFFER**

The examination of the proposal and the Proposer generally requires a period of not less than ninety (90) calendar days from the date of the opening of the proposals.

#### **A.09 DISCLOSURE**

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Proposals become subject to disclosure thirty (30) days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement of review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision or, thirty (30) days after the opening of the new offers.

#### **A.10 ERRORS OR OMISSIONS**

Once a proposal is submitted, the County shall not accept any request by any Proposer to correct errors or omissions in the proposal.

#### **A.11 DISQUALIFICATION DUE TO NON-RESPONSIVENESS:**

Manatee County reserves the right to find that any proposal received which does not contain all of the information, attachments, verification, forms or other information may be considered non responsive and therefore be disqualified from eligibility to proceed further in the RFP process.

#### **A.12 RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County reserves the right to award the contract to a responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the County. The County shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

#### **A.13 APPLICABLE LAWS**

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Code Chapter 2-26. Procedures and deadlines concerning protests related to this Request for Proposals shall be those which are set forth in § 2-26-61 of the County Code.

#### **A.14 CODE OF ETHICS**

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

By submitting a proposal, the Proposer represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Proposer is determined to have been untruthful in its proposal or any related presentation, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

#### **A.15 COLLUSION**

By offering a submission to this Request for Proposal the Proposer certifies the Proposer has not divulged to, discussed or compared his proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Also, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

- a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor;
- b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the Proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

#### **A.16 PUBLIC ENTITY CRIMES**

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, the Manatee County Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. **Proposer is to complete Attachment "C" and submit with your proposal.**

#### **A.17 LOBBYING**

After the issuance of any Request For Proposals, prospective Proposers or any agent, representative or person acting at the request of such Proposer shall not contact, communicate with or discuss any matter relating in any way to the Request For Proposals with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request For Proposals. This prohibition begins with the issuance of any Request for Proposals and ends upon an award of the final contract, when all solicitations have been rejected, or when the request has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code Chapter 2-26.

#### **A.18 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective Proposers that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

#### **A.19 AMERICANS WITH DISABILITIES ACT**

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the **public meetings** specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity to request accommodations.

**END SECTION A**



## **SECTION B: SCOPE OF SERVICES**

### **B.01 BACKGROUND AND INTRODUCTION**

Manatee County is located on the southwest coast of central Florida with a residential population of 327,000 and a land area of 741 square miles and consists of 150 miles of coastline on the Gulf of Mexico. The Manatee County Government ("County") is structured by 18 departments and approximately 1,750 employees and provides many services including public safety, parks, recreation, housing, libraries, transportation, utilities, and general administrative and support services.

Included in this structure is the Transit Division (Manatee County Area Transit (MCAT) of the Manatee County Public Works Department. MCAT provides public transportation services to the urbanized area of Manatee County by operating fixed-route motorbus services and American with Disabilities Act (ADA) and Transportation Disadvantaged paratransit services. Currently, MCAT operates 13 routes. The system serves several cities and key locations such as Bradenton, Palmetto, Anna Maria Island, and the Sarasota-Bradenton International Airport. MCAT shares two routes with Sarasota County Area Transit (SCAT).

The purpose of this RFP is to obtain from qualified firms, their experience, qualifications, and pricing to prepare a Ten-Year Major Transit Development Plan (TDP) Major Update and a Transportation Disadvantaged Service Plan (TDSP) Major Update, which includes final compliance with State of Florida implementing regulations (i.e. Rule 14-73, Rule 41-2).

### **B.02 SCOPE OF SERVICE**

The County has acquired funding from the Federal Transit Administration (FTA), Public Transit Block Grant Program (Grant). The overall goal of the TDP and the TDSP (the Plans) is to address the growth needs of the County's existing and future transit users. The Plans will define the public transportation needs in the County, evaluate the services MCAT currently provides, involve public participation, coordinate and seek input from stakeholders and existing planning efforts, develop agency and community goals and objectives, develop a plan of transit capital and service alternatives that address the community's transit needs and develop an action plan that can be monitored and updated by MCAT. The services are delineated as:

PART 1 – The TDP is a Florida Department of Transportation (FDOT) required transit planning mandate for all transit operating agencies in the State of Florida as outlined in the Florida Administrative Code 14-73.001. The Grant requires transit operating agencies to develop and adopt a ten-year TDP in order for the agencies to receive annual operations and maintenance funding. Pursuant to Rule 14-73.001, ten-year updates are due every five years and the County's next ten-year TDP update is due to FDOT by September 1, 2013.

PART 2 - To identify local service needs and provide information, advice, and direction on the coordination of services to be provided to the transportation disadvantaged, The Florida Commission for the Transportation Disadvantaged (CTD) requires a TDSP be developed every five years with annual yearly updates. A major update, as specified herein, is required for this year. The TDSP shall focus on compliance with state requirements for transportation disadvantaged planning and ensuring that public transportation is accessible to everyone, including the transportation disadvantaged. The TDSP must be complete and transmitted to the CTD by July 1, 2013.

### **B.03 SPECIFICATIONS – PART 1**

#### **B.03.1 PART 1- TRANSPORTATION DEVELOPMENT PLAN (TDP)**

The TDP is the transit operators' planning, development and operational guidance document which is to be used for the Sarasota/Manatee Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) and the FDOT Work Program. The preparation of the TDP is the responsibility of the County, in cooperation with the MPO. The TDP is to be consistent with applicable approved local government comprehensive plans and the MPO's long-range transportation plan and in conformance with Rule 14-73.001 of the Florida Administrative Code, Florida Statutes 341.052, the Federal Highway Administration, Federal Transit Administration regulations and MAP-21. The planning horizon for MCAT TDP is for FY 2014 to FY 2023.

#### **B.03.2 TASKS**

##### **1. Establish Review Committee**

The County will establish a review committee to monitor and provide input to the project and evaluate all deliverables. This review committee will be comprised of the County, MPO, FDOT, workforce board and other stakeholders. The review committee will be chaired by MCAT.

##### **2. Establish Master List of Interested Parties**

The Consultant shall set up an electronic database containing a master list of community organizations with interests in public transportation, including the review committee, government entities, neighboring transit systems, businesses/chambers of commerce and schools, among others. The Consultant shall communicate project phases and events via electronic blasts, when possible.

##### **3. Transit Policy Context**

- a. The Consultant shall review goals, plans, programs and policies at the local, regional, state and federal levels affecting public transit.

- b. The Consultant shall review local plans and documents, including County policies and programs, local government comprehensive plans, state and federal programs and policies pertaining to public transit. This includes the 2035 Long Range Transportation Plan, TBARTA Master Plan, Florida Transportation Plan and MAP-21.
- c. Existing redevelopment plans and MPO Planning studies shall be reviewed by the Consultant in the context of public transportation services.
- d. **Deliverable:** Technical Memorandum No. 1 shall describe applicable plans, programs and policies and demonstrate their connection with MCAT service.

#### 4. **Pertinent Conditions**

- a. Existing and projected demographic, economic, transportation data and land use conditions for the study area shall be analyzed by the Consultant.
- b. The Consultant shall collect demographic and economic data for the study area to provide historical background and description of the area. The most recent Census of Population and Housing and the Bureau of Economics and Business Research (BEBR) of the University of Florida will be used as primary data sources, supplemented by data currently available from the MPO and MCG. Data to be collected include the following:
  - Physical description of service area
  - Population by age and income
  - Population density
  - Housing density
  - Employment density
  - Labor force and employment levels
  - Auto ownership levels
  - Tourist and visitor levels
  - Summary description of existing and planned bus routes and schedules
  - Land use and densities
  - Major trip generators
  - Parking supply (capacity and location)
  - Area roadway and traffic conditions, including levels of service, current or projected capacity deficiencies, and current and planned transit routes
  - Inventory of public and private transit services in Manatee County
  - Minority and low income census tracts
  - Non-English speaking census tracts
- c. **Deliverable:** Technical Memorandum No. 2 which shall describe pertinent demographic, economic, transportation and land use conditions.

#### 5. **Existing MCAT Service Levels and Performance Evaluation**

- a. MCAT will document fixed-route service levels (by route) according to the following:

- Route miles
  - Route hours
  - Service frequency
  - Service period
  - Vehicle requirements
  - Passengers per revenue mile
  - Passengers per revenue hour
  - Wheelchair passenger ridership
  - Bicycle passenger ridership
  - Total ridership
- b. Consultant shall establish current paratransit service levels based upon ridership levels and fleet requirements. Break-out ridership to differentiate ADA paratransit, TD non-sponsored ridership and Purchase of Service (POS) ridership.
- c. Consultant shall develop a ridership trend analysis using prior year information to create a 5-year trend through FY 2012.
- d. The Consultant shall develop a performance review, assess existing transit services and established trends in both ridership and service levels for the fixed route and paratransit system.
- e. The Consultant shall prepare a performance evaluation, peer review of Florida and out-of-state systems and comparative trends analyses using National Transit Database, Florida Transit Information System (FTIS) and other data sources. Performance measures to include:
- Passengers per revenue hour
  - Passengers per revenue mile
  - Operating cost per revenue hour
  - Operating cost per revenue mile
  - Passenger trips per capita
  - Farebox recovery ratio
  - Revenue miles per vehicle
  - Revenue hours per employee
  - Passenger trips per employee
- f. **Deliverable:** Technical Memorandum No. 3 shall document existing system-wide MCAT service levels, ridership trends and a comprehensive peer review and trend analysis.

## 6. **Market Research Study**

- a. The Consultant shall conduct an on board survey of sample MCAT riders to obtain information relating to the demographics, travel frequency, customer preference, trip purposes, transfer rates, origin-destination pairs and habits of current ridership. The on board survey methodology and implementation shall be closely coordinated with MCAT staff. The Consultant shall prepare a sampling plan, based on route ridership, and a draft survey instrument for MCAT to review and approve. Non-English-speaking populations must be considered in survey process. At a minimum, the number of valid survey responses must allow for statistical validity.

- b. The Consultant shall develop an in-person interview process with key employers, conduct interviews with key executives and tabulate the results.
- c. The Consultant shall conduct a charette for customers, advocates and local jurisdictions. The charette should utilize Nominal Group Technique to determine goals and objectives for MCAT.
- d. **Deliverable:** Technical Memorandum No. 4 shall include survey documentation describing survey methodology, data collection approach, key findings and conclusions and data summaries; employer interview conclusions, recommendations and potential follow-up activities; charette methodology, key findings and conclusions and data summaries; and a summary of market research study results. The Consultant shall document the public involvement process utilized in the market survey and recommend follow-up activities.

## 7. **Progress Report on Milestones and Situation Appraisal**

- a. The Consultant shall report on progress to-date in implementing priorities from previous TDP Updates. This shall include at a minimum, operating and financial characteristics.
- b. The Consultant shall conduct a professional workshop to elicit ideas and priorities for transit service enhancements, utilizing Nominal Group Technique. The Consultant shall work closely with MCAT in the development of potential participants, including the MPO and FDOT. Up to 3 additional workshops shall be conducted by the Consultant as part of the TDP Public Participation process.
- c. The conduct of the workshop(s) and ideas generated shall be summarized, quantified and analyzed by the Consultant.
- d. The Consultant shall conduct a situation appraisal that complies with Rule 14-73. The Consultant shall review MCAT Mission and Vision statements, Goals, and Objectives.
- e. The Situation Appraisal shall include the recently completed 25-Year Vision Plan for MCAT growth and development.
- f. **Deliverable:** The Consultant, in conjunction with MCAT, shall prepare Technical Memorandum No. 5 to document milestone achievement, public participation priorities, and a situation appraisal for transit services. Technical Memorandum No. 5 shall include alternative courses of action and should include a 10-year action plan including future milestones and an implementation plan. The Consultant shall document the public involvement process utilized in developing the appraisal and recommend follow-up activities.

## 8. **Financial Plan**

- a. The County will provide recent cost information necessary to develop capital and operating expenses and budget projections each year over the Ten-Year Plan Horizon.

- b. The Consultant shall prepare financial tables for a ten-year projection based on projected operating expenses, operating revenues, capital expenses and capital funding based on grant sources, local match requirements, private sector sources.
- c. The Consultant shall quantify the capital and operating costs for an enhance transit system, which reflects the needs of the community without consideration to the existing fiscal constraints. This shall incorporate the 25 Year Vision Plan conducted in 2012.
- d. The Consultant shall define average age of fleet along with a fixed route and paratransit fleet replacement plan (by year) and cost/vehicle.
- e. **Deliverable:** The Consultant shall prepare Technical Memorandum No. 6 to document a financial plan, with accompanying documentation of assumptions and sources.

#### 9. **Forecasting Ridership**

- a. The Consultant shall develop Ten-Year Ridership estimates using Transit Boarding Estimation and Simulation Tool (TBEST), consistent with FDOT requirements and Rule 14-73.
- b. The Consultant shall validate TBEST ridership estimates as the route corridor level using current ridership information for the Ten-Year planning horizon. The Consultant shall account for 25-Year Ridership estimates based on the 25-Year Vision Plan.
- c. **Deliverable:** The Consultant shall prepare Technical Memorandum No. 7 to document ridership estimates. All inputs and assumptions shall be developed in cooperation with MCAT. These ridership reports shall be provided on a CD to MCAT.

#### 10. **Public Involvement Program**

- a. The Consultant shall outline compliance requirements for MCAT as a public transit provider, including the MPO Public Participation Plan.
- b. The Consultant shall document public involvement activities undertaken for Major TDP update and transit studies.
- c. The Consultant shall document outreach efforts that inform and educate citizens about MCAT services, including market survey efforts.
- d. **Deliverable:** The Consultant shall prepare Technical Memorandum No. 8, a stand-alone Public Involvement Program Report.

#### 11. **Major Conclusions – Ten Year Transit Development Plan**

- a. The Consultant shall enumerate conclusions forthcoming from previous sections of the report regarding alternative courses of action, operations and financial characteristics, monitoring, funding, service enhancements and needed improvements.

- b. Service delivery enhancements shall be identified for implementation.
- c. Candidate project lists shall be updated by the Consultant for funding programs.
- d. The Consultant shall include maps of future service areas and levels of service, strategies and policies for future growth and future monitoring programs.
- e. The Consultant shall assist MCAT with presentations to the Manatee County Public Works Department, Manatee County Board of County Commissioners and MPO.
- f. **Deliverable:** The Consultant shall prepare a Draft Final Report for review by MCAT. A Final Report incorporating MCG review comments shall then be prepared with 50 copies for final distribution, including 5 CDs with all Technical Memoranda and the TDP Final Report.

## 12. **Monitoring of Trends in Ridership by Fare Category**

- a. The Consultant shall track ridership and average fare by fare category and conduct comparative analysis relative to previous fiscal years.
- b. The Consultant shall establish trends in ridership by fare category.
- c. The Consultant shall draw conclusions with respect to changes in ridership by fare category and the resulting effects on the system wide average fare and passenger revenue.
- d. **Deliverable:** The Consultant shall prepare a stand-alone report with 10 copies for summarizing findings and conclusions relative to ridership and average fare. A CD shall also be provided to MCAT. These findings may be incorporated into the TDP Final Report if deemed appropriate by MCAT.

## **B.04 SPECIFICATIONS – PART 2**

### **B.04.1 PART 2- TRANSPORTATION DISADVANTAGED SERVICES PLAN (TDSP)**

The TDSP is a five year plan, updated annually, that contains development, service and quality assurance components, as concerned with the delivery of the Transportation Disadvantaged Program. CTD regulations are described in the Instruction Manual for the Memorandum of Agreement and the Transportation Disadvantaged Service Plan 2007/2008 (Manual). The preparation of this TDSP must be in compliance with the Manual, CTD rules and regulations, FTA, FHWA and all other federal, state and local government requirements. A major update, as specified herein, is required for this year.

## **B.04.2 TASKS**

### **1. Establish Review Committee**

A review committee will be established by the County to monitor and provide input to the project and evaluate all deliverables. This review committee will be comprised of the County, MPO, FDOT, the Local Coordinating Board and other stakeholders. The review committee will be chaired by MCAT.

### **2. Establish Master List of Interested Parties**

The Consultant shall set up an electronic database containing a master list of community organizations with interests in serving the needs of the transportation disadvantaged, including the review committee. The Consultant shall communicate project phases and events via electronic blasts, when possible.

### **3. Public Participation Plan**

- a. The Consultant shall work with the review committee, interested parties and others in the community, as designated by MCAT and the MPO, to develop a plan for TDSP public involvement and participation.
- b. Public participation must be involved in TDSP development, including the needs assessment.
- c. At least one workshop, with the option for up to three more, should be included in the Plan.
- d. **Deliverable:** A public participation plan, Technical Memorandum No. 1, also a stand-alone document, detailing public participation approach and opportunities for involvement in the TDSP development process.

### **4. Background, Demographics and Pertinent Conditions**

- a. The Consultant shall prepare an introduction to the service area, including background of the TD program, history of the organization and its formation, and an organizational chart.
- b. The Consultant shall prepare a service area profile including a description of the service area, land use, population, employment, major trip generators and attractors and an inventory of available transportation services.
- c. The Consultant shall conduct a policy analysis to review consistency with other plans, including local government comprehensive plans, regional policy plans, the TDP, CTD plans, and MPO planning documents.
- d. The Consultant shall review local public participation processes.
- e. **Deliverable:** Technical Memorandum No. 2 shall include provide an introduction to the service area, including background of the TD program, CTC designation date/history, organization chart, consistency review of other plans, public participation, service area description and demographics.



## 5. **Service Analysis and Future Direction**

- a. The Consultant shall prepare forecasts of transportation disadvantaged population.
- b. Perform a needs assessment, identifying any gaps in transportation service.
- c. Identify barriers to coordination, including those related to policy, operational, funding, and address ways to overcome said barriers.
- d. Develop goals, objectives and strategies and create an implementation schedule including responsible parties, timing and known costs.
- e. **Deliverable:** The Consultant shall prepare Technical Memorandum No. 3, which shall include population forecasts; needs assessment; barriers to coordination; goals, objectives and strategies; and implementation schedule

## 6. **Service Plan**

- a. The Consultant shall prepare an operations element providing basic information about daily operations, including:
  - Types, Hours and Days of Service
  - Accessing Services
  - Transportation Operators and Coordination Contractors
  - Public Transit Utilization
  - School Bus Utilization
  - Vehicle Inventory
  - System Safety Program Plan Certification
  - Intercounty Services
  - Emergency Preparedness and Response
  - Educational Efforts/Marketing
  - Acceptable Alternatives
  - Service Standards
  - Local Complaint and Grievance Procedure/Process
  - CTC Monitoring Procedures
  - Coordination Contract Evaluation Criteria
- b. Using the Rate Calculation Model, the Consultant shall develop a rate for all purchasing agencies (except fixed route bus passes), provide an explanation for rates not developed in accordance with the rate model and actions to include them in the future. All rates shall follow the format provided in the Manual.
- c. **Deliverable:** The Consultant shall prepare Technical Memorandum No. 4 consisting of an operations element and rate calculations. The rate calculations should be able to be a stand-alone document.

## 7. **Quality Assurance**

- a. Utilizing the CTD QAPE/LCB CTC Evaluation Workbook, the Consultant shall evaluate the CTC. This should include addressing the steps the Local Coordinating Board should take to monitor and evaluate services. Include a summary of the latest Coordinator Evaluation and Evaluation Procedure.
- b. Identify any service standards that developed based on deficiencies or problems within the system.
- c. **Deliverable:** Technical Memorandum No. 5 shall include a quality assurance evaluation, steps to evaluate future services, a summary of the latest evaluation and note any deficiencies or problems that need to be addressed, along with a plan to address them.

## 8. **Major Conclusions – Transportation Disadvantaged Service Plan**

- a. The Consultant shall enumerate conclusions forthcoming from previous sections of the report including the development plan, service plan and quality assurance plan.
- b. The Consultant shall provide 10 copies for the review committee and Local Coordinating Board to review.
- c. The Consultant shall assist MCAT with presentations to the Local Coordinating Board, Manatee County Board of County Commissioners and MPO, as determined in a kickoff meeting.
- d. **Deliverable:** The Consultant shall prepare a Draft Final Report for review by MCAT. A Final Report incorporating MCG review comments shall then be prepared with 25 copies for final distribution, including 5 CDs with all Technical Memoranda and the TDSP Final Report.

### **B.05** **CURRENT PLAN**

A copy of the Manatee County's Transit Development Plan FY2008-FY2012 Major Update and the Transportation Disadvantaged Service Plan can be reviewed on the Manatee County website (Public Works Department):

<http://www.mymanatee.org/home/government/departments/public-works/transit-paratransit/planning.html>

### **END OF SECTION B**

## **SECTION C: FORM OF PROPOSAL**

This section identifies specific information which must be contained within each proposal. The contents of each proposal shall be **separated** and **arranged with tabs** in the same order as listed in **Sections C.01 through C.05**, identifying the response to each specific item.

The information that you provide shall be used to determine those Proposers with the perceived ability to perform the Scope of Services as stated in this Request for Proposal which may overall best meet the needs of Manatee County. A review with those Proposers reasonably susceptible of being selected for award may be conducted for the purposes of clarification of both ability and benefit to Manatee County, see Section D Selection.

### **C.01 MINIMUM QUALIFICATIONS (Licensing) TO BE CONSIDERED:**

To qualify for any consideration, the Proposer(s) shall have the knowledge and expertise in relevant TDP's, TDSP's, and other short and mid-range transit systems planning, transit financial planning and analysis, transit facilities planning and development, project management, and preliminary project planning.

Proposals may be presented by a single business entity, a joint venture, or partnership. The details of the responsibilities of each entity for provision of the required services must be clearly disclosed.

Prior to any consideration of the responses to the criteria in this Request for Proposals, Proposers are to document in their Proposals they have the following experience:

#### **MINIMUM EXPERIENCE TO BE CONSIDERED:**

Proposers shall have verifiable experience in the performing or overseeing the performance of a minimum of three (3) similar projects specifying TDP and TDSP updates within the past five (5) years. In the event more than one entity is joining in making this proposal, each entity shall set forth its respective experience and qualifications for those areas the entity intends to perform.

If subcontractors are to be used in your proposal or given to meet the minimum qualifications, detail the business entities, description of the service provided, and responses in the same level of detail and tabbed order as instructed in this Request for Proposal for the Proposer.

To validate experience, expertise and capabilities, Proposers shall provide the following details for each of the Proposer(s)' relevant past performance of similar projects:

- a. Name and location of the Client and the project, the year of performance and the date the project was fully operational and accepted. The specific details of the project including the components and subcontractors utilized. Specify the name, title and telephone number for the Client's contract manager for the project; and
- b. Names of your firm's staff and their direct involvement in the project.
- c. Name and telephone numbers of the persons representing the individual agencies with which the identified key staff directly worked; and
- d. Governmental agency, if any, which verified compliance with its requirements or standards, and the names and telephone numbers of the key persons with direct knowledge of this process to achieve compliance.

After Manatee County staff validates the Minimum Qualifications have been met, those Proposals found to be in compliance will be considered by the evaluation committee.

## **C.02 ADMINISTRATIVE SUBMITTAL**

- a. Proposal Signature Form. (Attachment A)
- b. Public Contracting and Environmental Crimes Cert. (Attachment C).
- c. (Federal) Certification Regarding Lobbying (FTA Appendix A)

## **C.03 INFORMATION TO BE SUBMITTED REGARDING PROPOSER(S)**

Note: Tabs are required to identify each item defined in this Section

- C.03.1 Provide a description of each Proposer's **background and size**. Provide a general statement of qualifications to include Proposers' professional credentials, legal status, and experience in providing the service enumerated in this Request for Proposal.
- C.03.2 Submit a narrative **explaining the direct economic benefit to Manatee County to be realized by selecting Proposer(s)**. Please include a discussion of the employment, subcontracting, and support services to be procured within the County. Detail what plans and policies will be adopted to help ensure County citizens and vendors receive preferential consideration for employment.
- C.03.3 Provide an **explanation of the Proposers' legal capacity** to perform all parts of the scope of services. Include a description of corporate or other structure and governance, and detail the legal, financial, and technical capabilities of Proposer(s) relevant to performing the scope of services. If more than one Proposer is teaming up to file a proposal, any prior work any two or more joint proposers have done before should be detailed.

C.03.4 Identify each **principal of the firm and other “key personnel”** who will be professionally associated with the County. Do not include personnel that will not have a key role in providing services. Describe their respective areas of expertise. Note: The proprietor of the agency/firm shall be the principal point person in communicating with the County.

For each identified person, list:

- Full Name
- Professional credentials
- Area of expertise, individual's roles and duties in providing services
- Office address
- Email address
- Telephone number
- Personalized resumes which identify the qualifications, training, and experience of each key personnel

C.03.5 **Local Office.** Gaining maximum economic impact is paramount. Proposer(s) should therefore describe whether this contract managing office will be located within the County. List the key personnel at this location. For the remaining key personnel, detail at what location(s) they will work from and how they will provide management or service or supply support from their locations.

C.03.6 Disclose **any ownership interest in other entities involved in these type services** which might reasonably be selected to perform work under the scope of services set forth in this Request for Proposals. This ownership disclosure shall be included, whether such ownership occurs by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.

C.03.7 Provide authorization for a Manatee County auditor and/or financial **analysts to have access to your financial records at the primary location of the business entity** explained in response to item C.03.5, or such other location as may be agreed, for the purposes of verifying your financial representations, review and assessment of the historical and current financial capacity of your business entity and its expected ability to meet ongoing financial obligations to the County as proposed in this proposal to Manatee County. The County's audit and /or financial analyst agents will report their findings in a summary report to the Manatee County Purchasing Official, which will be placed in the proposal files for subsequent use and review.

C.03.8 Submit a staffing plan which details all staffing needs Proposer(s) believe will be required to perform the services proposed in the submitted proposal.

C.03.9 Provide a narrative describing your understanding of the scope of services and your approach in the performance of this RFP.

## **C.04    INFORMATION TO BE SUBMITTED REGARDING COSTS**

Proposer shall provide a cost proposal using Section B Scope of Services. The elements of the proposed cost shall be developed and presented for the tasks as follows:

### **PART 1 – TDP**

- Establish Review Committee and Project Schedule
- Establish Master List of Interested Parties
- Transit Policy Context
- Pertinent Conditions
- Evaluate Existing Transit Service
- Market Research Study
- Progress Report
- Financial Plan
- Forecasting Ridership
- Public Involvement Program
- Major Conclusions – Ten-Year TDP, Draft Final Report
- Trends in Ridership – Stand Alone Report

### **PART 2 – TDSP**

- Establish Review Committee and project Schedule
- Establish Master List of Interested Parties
- Public Participation Plan
- Background, Demographics and Pertinent Conditions
- Service Analysis and Future Direction
- Service Plan
- Quality Assurance
- Major Conclusions – TDSP, Draft Final Report

Proposed total cost shall be developed utilizing the staff required for the project and their individual hourly rates of compensation including all overhead, payroll taxes, insurance, workman's compensation, benefits, etc., and profit necessary to perform the work in a professional and efficient manner. Proposer shall provide a spread sheet showing the individual staff member including "key personnel", subcontractor, and all other support personnel by title, the hours estimated for each, and the hour rate for each, and a line total cost per staff member.

After providing the detail above, state the proposed total cost to the County for providing all services to complete this scope of work, including the cost for each item of work as specified in Section B Tasks 1 and 2; and the estimated calendar days to deliver the final draft to the County with a proposed project time line, in calendar days, to coordinate the administrative issues with the County and a schedule showing milestones for each specified deliverable.

#### **C.05 SUPPLEMENTAL INFORMATION**

Submit any other additional information which would assist the County in the evaluation of your proposal.

**NOTE:** The County reserves the right to make such investigation and solicit additional information or submittals as it deems necessary to determine the ability of any Proposer to perform the Scope of Services stated in this Request for Proposal.

**END SECTION C**

## **SECTION D: SELECTION**

### **D.01 EVALUATION FACTORS**

Evaluation of proposals will be conducted by an evaluation committee. The committee's goal will be to identify the proposal which will overall best meet the needs of Manatee County as determined from the proposals received and subsequent investigation by the County. Evaluation factors are price and demonstrated ability of the Proposer(s) to perform the Scope of Services as generally outlined in Section B of this Request for Proposal in the most timely and efficient manner and the proposal(s) which will provide the best solution to meet the needs of Manatee County as determined from the responses to this Request for Proposal and subsequent investigation.

### **D.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS**

Unless noted, no weight will be assigned to the Evaluation Factors stated above.

### **D.03 PRELIMINARY RANKING**

An evaluation committee shall determine from the responses to this Request for Proposals and subsequent investigation as necessary, the Proposer(s) most qualified to be selected to negotiate an agreement.

### **D.04 REVIEW OF PROPOSERS AND PROPOSALS**

In-person reviews may be conducted with responsible Proposers who are deemed reasonably susceptible of being selected for award, for the purposes of assuring full understanding of: (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) the proposal submitted.

Proposers shall be available for presentations to and interviews with the County upon reasonable notification from the Purchasing Division. The date(s) and time(s) of any such presentations / interviews shall be determined solely by the County, and may be closed to the public in the discretion of the Purchasing Official, and to the extent permitted by law.

### **D.05 SELECTION FOR NEGOTIATION**

The evaluation committee will make a recommendation to the County Administrator as to the proposer the County should enter negotiations with. The County Administrator will act upon that recommendation and, if accepted, the successful Proposer(s) will be invited to enter negotiations led by the Purchasing Division.



**D.06** **AWARD**

Award of an agreement is subject to the successful negotiations and the approval of either the County Administrator or the Board of County Commissioners (as provided for in the current Manatee County Code and Procurement Procedures).

**END SECTION D**

## **SECTION E: NEGOTIATION OF THE AGREEMENT**

### **E.01 GENERAL**

The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

- a. The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.

### **E.02 AGREEMENT**

The selected Proposer(s) shall be required to negotiate an agreement, in a form and with provisions acceptable to Manatee County.

The negotiated Agreement may or may not include all elements of this RFP or the resulting successful proposal where alternative terms or conditions become more desirable to the County, and the parties agree to such terms.

The parties will negotiate the term of the agreement, and the circumstances in which it may be renewed, assigned or terminated.

The parties will negotiate matters of insurance, liability, record-keeping, auditing, and all other relevant contractual matters.

## **END SECTION E**

## ATTACHMENT A: PROPOSAL SIGNATURE FORM

For: RFP #13-0215DC CONSULTANT SERVICES FOR DEVELOPMENT OF  
TRANSIT DEVELOPMENT AND TRANSPORTATION DISADVANTAGED  
SERVICE PLANS

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

FL Dept of Business Regulation License #: \_\_\_\_\_ if applicable

Federal Employer Identification Number (FEIN): \_\_\_\_\_

MBE/WBE/SBE Certification? \_\_\_\_\_

Telephone No: (\_\_\_\_) \_\_\_\_\_

Email address: \_\_\_\_\_

The undersigned attests to his (her, their) authority to submit this proposal and to bind the firm herein named to perform as per agreement. If the firm is selected by the County the undersigned certifies that he/she will negotiate in good faith to establish an agreement to provide consulting services according to the requirements of this Request for Proposal.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Above Signer

\_\_\_\_\_  
Address of branch office proposed to service Manatee County if other than above

\_\_\_\_\_  
Name and Title of Firm's Representative for Manatee County

\_\_\_\_\_  
Telephone Number and Email Address of Firm's Representative for Manatee County

## ATTACHMENT B

### **MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**

#### Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on [www.myanatee.org](http://www.myanatee.org).

Enclosed is a copy of the current Manatee County law that details the County's Local Preference and definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "**Affidavit As To Local Business Form**" that is the **last page** in this section of the proposal, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on [www.manateechamber.com](http://www.manateechamber.com) as well as using the same vendor categories for registration. Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a purchasing staff member assist you.

#### **Quick steps to on line registration:**

**[www.myanatee.org](http://www.myanatee.org)**

A link to "Purchasing" is listed under the "Quick Links" on page one of this County Web Site. On the left hand side of the Purchasing Web page, click on "Vendor Registration."

This will bring up the Vendor Registration form for on-line input. Please note "local business" is defined in the Manatee County Code.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of quotation, bid, and proposal opportunities to your business.

## **MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**

### **Section 2-26-6. Local preference, tie bids, local business defined.**

(a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other bidding opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.

(c) Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

**(d) Each solicitation for bids made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.**

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;

## **Section 2-26-6. Local preference, (CONTINUED)**

(f) Local preference shall not apply to the following categories of contracts continued)

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

(g) To qualify for local preference under this section, **a local business must certify to the County that it:**

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Manatee County Code § 2-26-6.

MANATEE COUNTY GOVERNMENT AFFIDAVIT AS TO LOCAL BUSINESS

(Complete and Initial Items B-F)

A. Authorized Representative

I, [name] \_\_\_\_\_, am the [title] \_\_\_\_\_

and the duly authorized representative of: [name of business]\_\_\_\_\_, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a **proposal** pursuant to this **Request For Proposals**, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code § 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: \_\_\_\_\_[Initial]\_\_\_\_\_

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] \_\_\_\_\_ [Initial]\_\_\_\_\_

D. Criminal Violations: I certify that within the past five years of the date of this **proposal** announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial]\_\_\_\_\_

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this **proposal** announcement. [Initial] \_\_\_\_\_

F. Fees and Taxes: I certify that within this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a legal current appeal. [Initial]\_\_\_\_\_

*Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code § 2-26-6.*

Signature of Affiant\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_, 20\_\_, by (name of person making statement).

(Notary Seal) Signature of Notary:\_\_\_\_\_

Name of Notary (Typed or Printed)\_\_\_\_\_

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification Produced \_\_\_\_\_

**Submit executed copy to Manatee County Purchasing, Suite 803, 1112 Manatee Avenue W., Bradenton, FL 34205**

## Attachment "C"

### PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

#### SWORN STATEMENT PURSUANT TO ARTICLE V, MANATEE COUNTY CODE

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to the Manatee County Board of County Commissioners by \_\_\_\_\_

\_\_\_\_\_ for \_\_\_\_\_  
[print individual's name and title] [print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ If the  
entity has no FEIN, include  
the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.



ATTACHMENT "C" (cont'd.)

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature My commission expires \_\_\_\_\_

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

## **FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES INDEX**

The project is funded in part by funds received from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of this contract is subject to the requirements of financial assistance agreements between the County and the United States Department of Transportation (USDOT). This contract is subject to the conditions herein and which are set forth in greater detail in 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreement to State and Local Governments"; FTA Circular 4220.1F, "Third Party Contracting Guidance", as may be amended from time to time. Conditions imposed by the FTA are also described in the FTA's "Best Practices Procurement Manual," available at: [http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants\\_financing\\_695.html](http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_695.html). References to the Code of Federal Regulations (CFR) website are available at: <http://www.gpoaccess.gov/cfr/index.html>.

1. Energy Conservation Requirements
2. Clean Water Requirements
3. Lobbying
4. Access to Records and Reports
5. Federal Changes
6. Clean Air
7. No Government Obligation to Third Parties
8. Program Fraud and False or Fraudulent Statements and Related Acts
9. Termination
10. Government-wide Debarment and Suspension (Nonprocurement)
11. Privacy Act
12. Civil Rights Requirements
13. Breaches and Disputer Resolution
14. Disadvantaged Business Enterprises (DBE)
15. Incorporation of Federal Transit Administration (FTA) Terms

# FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

## 1. ENERGY CONSERVATION REQUIREMENT

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

***Applicable to:*** All Contracts

*The Consultant 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.*

## 2. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

***Applicable to:*** All contracts and subcontracts which exceed \$100,000

The Consultant (1) 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

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

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

## 3. LOBBYING

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

***Applicable to Contracts:***

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

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.

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

-Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying

Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

-Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that Consultants file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

-Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wise Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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.] Consultants 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 an 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 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 [Consultant] 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 contract 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 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 expenditure or failure.]

The Consultant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. A3801, *et seq.*, apply to this certification and disclosure, if any.

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

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

\_\_\_\_\_ Date

#### **4. ACCESS TO RECORDS AND REPORTS**

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

***Applicable to:*** *Contracts as described below*

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FA Recipient in accordance with 49 C.F.R. 18.36(i), The Consultant 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 Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C.F.F. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant'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, Consultant agrees to provide the Purchaser, the FTA Administrator or his authorized representative, including any PMO Consultant, access to the Consultant's records and construction sites pertaining to a major capital project, defined 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. 1948, Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the 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 Consultant 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.

## **5. FEDERAL CHANGES**

49 CFR Part 18

***Applicable to:*** All contracts

The Consultant 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 the County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

## **6. Clean Air**

42 U.S.C. 7401 ET SEQ

40 CFR 15.61

49 CFR Part 18

***Applicable to:*** All contracts exceeding \$100,000

(1) The Consultant 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 Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional office.

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

## **7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

***Applicable to:*** All contracts

(1) Manatee County and Consultant 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 County, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Consultant agrees to include the above clause in each subConsultant 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 subConsultant who will be subject to its provisions.

## **8. 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

***Applicable to:*** All contracts

(1) The Consultant 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 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant 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 Consultant 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 Consultant to the extent the Federal Government deems appropriate.

(2) The Consultant 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 Consultant to the extent the Federal Government deems appropriate.

(3) The Consultant 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 subConsultant who will be subject to the provisions.

## **9. TERMINATION**

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

***Applicable to:*** All contracts in excess of \$10,000

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



**b. Termination for Default [Breach or Cause] (General Provision):** If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant 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 County that the Consultant 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 Consultant, the County, after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provisions):** The County in its sole discretion may, in the case of termination for breach or default, allow the Consultant [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 Consultant fails to remedy to the 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 Consultant of written notice from the County setting forth the nature of said breach or default, the County shall have the right to terminate the contract without any further obligation to the Consultant. Any such termination for default shall not in any way operate to preclude the County from also pursuing all available remedies against the Consultant and its Sureties for said breach or default.

**d. Waiver of Remedies for any Breach:** In the event that the County elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this contract, such waiver by the County shall not limit the County's remedies for any succeeding breach of that or any other term, covenant, or condition of this contract.

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

**f. Termination for Default (Supplies and Service):** If the Consultant fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Consultant fails to comply with any other provisions of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the Consultant a Notice of Termination specifying the nature of the default. The Consultant 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 Consultant 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 Consultant 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 Consultant fails to comply with any other provisions of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the Consultant a Notice of Termination specifying the nature of default. The Consultant will only be paid the contract price for services performed in accordance with the manner of performance as set forth in this contract.

If this contract is terminated while the Consultant has possession of the County's goods, the Consultant shall, upon direction of the County, protect and preserve the goods until surrendered to the County or its agent. The Consultant and the County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligation, it is determined that the Consultant 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 County.

**h. Termination for Default (Construction):** If the Consultant 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 Consultant fails to comply with any other provisions of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the Consultant a Notice of Termination specifying the nature of the default. In this event, the County may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for the completing the work. The Consultant and its Sureties shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the County in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant 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 Consultant. Examples of such causes include: acts of God, acts of the County, acts of another Consultant in the performance of a contract with the County, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Consultant, with ten (10) days from the beginning of any delay, notifies the County in writing of the causes of delay. If in the judgment of the County, the delay is excusable, the time for completing the work shall be extended. The judgment of the County shall be final and conclusive on the parties, but subject to appeal under the Dispute clauses.

If, after termination of the Consultant's right to proceed, it is determined that the Consultant 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 County.

**i. Termination for Convenience or Default (Architect and Engineering):** The County may terminate this contract in whole or in part, for the County's convenience or because of the failure of the Consultant to fulfill the contract obligations. The County shall terminate by delivering to the Consultant a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Consultant 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 County, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

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

If, after termination for failure to fulfill contract obligations, it is determined that the Consultant 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 County.

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

The Consultant shall promptly submit its termination claim to the County and the parties shall negotiate the termination settlement to be paid the Consultant.

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

## **10. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

49 CFR Part 29

Executive Order 12459

***Applicable to:*** All contracts and subcontracts which exceed \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, 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 Consultant is required to comply with 49 CFR 29, Subpart C and must include the

requirement to comply with 49 CFR, 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 the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the 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.

## **11. PRIVACY ACT**

5 U.S.C. 552

***Applicable to:*** All contracts

**Contracts Involving Federal Privacy Act Requirements:** The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Consultant 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, 5U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant or its employees operate a system of records on behalf of the Federal Government. The Consultant 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 Consultant also agrees to include these requirements in each subcontract or administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **12. CIVIL RIGHTS REQUIREMENTS**

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

***Applicable to:*** All contracts

**(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 Consultant 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 Consultant 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 Consultant 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. Part 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 Consultant 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 Consultant 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 Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant 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 Consultant 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant 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.

### **13. BREACHES AND DISPUTE RESOLUTION**

49 CFR Part 18

FTA Circular 4220.1E

***Applicable to:*** All contracts in excess of \$100,000

Breaches and Dispute Resolution are in accordance with Manatee County Code of Law, Chapter 2-26, Manatee County Purchasing Ordinance.

#### 14. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

***Applicable to:*** All contracts

(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.

**If a specific DBE goal is assigned to this contract, it will be clearly stated in the RFP documents.**

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

(c) **If a separate contract goal has been established**, the 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 the 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 offeror's commitment to use a DBE subConsultant 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 Consultant's commitment; and
6. If the contract goal is not met, evident of good faith efforts to do so.

**[Offerors]** must present the information 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**, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) The Consultant agrees to pay each subConsultant under this prime contract for satisfactory performance of its Consultant no later than 10 days from the receipt of each payment the Consultant receives from the County. The Consultant agrees further to return retainage payments (if any) to each subConsultant within 30 calendar days after the subConsultant(s)' work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval by the County. This clause applies to both DBE and non-DBE subConsultants. The Consultant and its subConsultants shall further comply with Section 218.735 of the Florida Prompt Payment Statute to the extent applicable.

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

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

***Applicable to:*** All contracts

**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 conflict or other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the County to be in violation of the FTA terms and conditions.