



LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)

INTEGRATED INTELLIGENT TRANSPORTATION SYSTEM (ITS)

RFP Number: <u>10-0607</u>	Contracting Officer: <u>John Wight</u>
RFP Opening Date: <u>April, 21, 2010</u>	Pre-Proposal Date: <u>March 30, 2010 @ 1:30PM</u>
RFP Opening Time: <u>3:00PM (EST)</u>	Issue Date: <u>March 10, 2010</u>

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	Not applicable to this solicitation
Indemnification/Insurance:	Page 4
Pre-Proposal Conference/Walk-Thru:	Page 3

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the opening date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the formal contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ **Phone Number:** _____

E-mail Address: _____ **Contact Person:** _____

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for the purchase and installation of an integrated package of intelligent transportation systems (ITS) hardware and software intended to provide ways for transit operators and managers to operate the system more efficiently and provide greater levels of security and system safety monitoring in conjunction with the County's needs.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the opening date.

John Wight, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: jwight@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Experience with similar hardware/software transportation system
2. Proposed timeline and specific plans to accomplish task.
3. Proposed costs / fee schedule.
4. Qualifications of proposed personnel.
5. Relative degree to which the vendor's proposal exhibits use of non-proprietary hardware and software components
6. Reports from direct and indirect references.
7. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
8. Other relevant criteria.

Section 1.4: Pre-Proposal Conference / Site Visits (Recommended)

A pre-proposal conference will be held on **March 30, 2010** at **1:30PM** (EST) in conference room No. 235, Administration Bldg, 315 W. Main St., Tavares, FL 32778 to discuss the special conditions and specifications included within this solicitation.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

Section 1.5: Term of Contract - Upon Acceptance of Goods or Services

The performance period under this contract shall commence upon the date of contract signature, or issuance of purchase order or Notice To Proceed, and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by the County's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

Section 1.6: Option to Renew

Not applicable to this solicitation

Section 1.7: Method of Payment - Phased Payments For Work Completed

The County shall provide periodic payments for work completed by the successful vendor during various phases of the work assignment. The bidder shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the appropriate County user department(s) that requested the work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a County representative has inspected and approved the completed phase of the work assignment. The percentage or component of completed work which corresponds to the acceptable payment schedule shall be submitted as part of the proposer's response.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the proscribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law

requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion of Work From Date Of Purchase Order

The vendor shall state in its offer the number of calendar days from the date of the purchase order in which it will guarantee to complete the work. Time for completion may be considered a factor in determining the successful vendor if so stipulated in Section 1.3 entitled “Method of Award”. The completion date shall not exceed one-hundred and twenty (120) calendar days after date of purchase order.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in its offer, or the “not-to-exceed” timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the

contract for default.

Section 1.10.1: Liquidated Damages for Late Delivery

Failure to deliver the product(s) in accordance with the specifications and to the satisfaction of the County within the time stated shall cause the vendor to be subject to charges for liquidated damages in the amount of two-hundred and fifty dollars (\$250.00) for each and every calendar day that the product or service is not delivered and accepted. As compensation due the County for loss of use and for additional costs incurred by the County due to such untimely delivery, the County shall have the right to deduct the said liquidated damages from any amount due, or that may become due, to the vendor under this agreement, or to invoice the vendor for such damages if the costs incurred exceed the amount due the vendor.

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within ten (10) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the

period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.12.1: Materials Shall be New and Warranted Against Defects

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

Section 1.13: Delivery and Completion of Solicitation Response**Section 1.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the solicitation closing.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
418 W. ALFRED STREET
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Request For Proposal (RFP)

The **original proposal and seven (7) complete copies** of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official closing date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

The vendor’s proposal will consist of two separately bound sections. The first section will be the vendor’s Technical Proposal. The second section will be the vendor’s price proposal. Each proposal section will be prepared in accordance with the following information and directions.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise

description of the proposer’s capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County’s sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs, A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

C. Technical Proposal Sections:

Proposals shall be organized into the following major sections.

Tab 1 - Proposer Profile & Required Information

- A. Statement of Interest & Understanding of Project
- B. Firm Profile / Firm History
- C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual’s background and skills in managing similar projects. List the following information:
 - Years of experience within the area of specialty.
 - Length of and type of service with firm.

- Education and formal training, including certifications.

D. Any required licenses or permits.

Tab 2 - Proposed Solution Description(s)

- A. Multiple alternate solution proposals may be submitted by the same proposer. For each different proposed solution, include the following minimum information. Each different solution shall be tabbed numerically (Solution #1, Solution #2, etc) and shall be complete.
- B. Exceptions - any exceptions that the proposer may have concerning any item(s) set forth in the RFP document or associated addendums.

Tab 3 - Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab 4 - References

Provide at least three (3) recent references where the proposed product /service has been used within the past 3 years. Please use the form attached.

Tab 5 - Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization’s professional activities.

Tab 6 - Subcontractors / Joint Ventures

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each sub-contractor or joint venture participant.

Tab 7 - Other Information

Provide any information that will provide insight to the County about the qualifications, fitness and abilities of the proposer. This information should be succinct.

D. Price Proposal Section:

The Proposer shall organize its proposal into the following major sections.

Tab 1 - Completed solicitation

Include a copy of a fully completed and signed RFP.

Tab 2 - Completed Pricing Back-up Section

- Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.
- Provide any required bond.

Tab 3 - Financial Stability

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

Tab 4 - Other Information

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

Section 1.14: Business Hours of Operations

No work shall be done on Saturday, Sunday, County holiday, or on any days between the hours of 5:00 P.M. and 8:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

Section 1.15: Clean-Up

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

Section 1.16: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of

performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.17: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.18: Demonstration of Equipment May Be Required During Evaluation

After receipt of offers by the County, the vendors may be required to demonstrate their specifically offered equipment to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

Section 1.19: Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such

work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

Section 1.20: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.21: Special Notice to Vendors Regarding Federal Requirements (See Attachment 3 – Federal Funding Clause Set)

This purchase action is being supported in whole or in part by Federal funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal requirements. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process.

Section 1.22: Training Courses to be Provided

The vendor shall provide an intensive training program to a minimum of ten (10) County and/or Contractor employees regarding the use of the products or services supplied by the vendor in conjunction with this solicitation. The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

Section 1.22: Training Manuals to be Provided

The vendor shall supply the county with a minimum of twelve (12) comprehensive training manuals which describe the appropriate use of the equipment purchased by the County in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

SCOPE OF SERVICES

General: The County desires a system that is as non-proprietary in nature as practicable. Ideally, hardware component items will be generally available in the marketplace from multiple sources to ensure reasonableness of price, ease of maintenance, and supportable over a long term. A reliance and emphasis on use of software that is available and supported within the general commercial market is considered highly desirable. Vendors shall address this consideration and factor within their proposals, and clearly indicate the relative degree of use of proprietary and non-proprietary hardware and software associated with the system proposed by the vendor.

1. Functional Capabilities

Specifications are included for an integrated system incorporating the following elements.

- Provide and install Global Positioning System (GPS)-based automatic vehicle location (AVL) system for tracking all LakeXpress and Lake County Connection vehicles (fixed route, paratransit, and supervisors);
- Provide and install vehicles with mobile data terminals (MDTs) – (fixed route, paratransit, and supervisors);
- Provide and install the appropriate interfaces with existing operations software (RouteMatch 5.2)
- Provide and install an integrated Automated Annunciation System (AAS) to include the head signs and internal signs (fixed route vehicles);
- Provide and install fixed route revenue operating vehicles with automated passenger counters (APCs) to generate necessary NTD and management reports and to provide service planning information; and
- Provide and install security cameras on operating vehicles (real-time recording, with an option to broadcast real-time video on demand);

Transit Fleet

Table 1A lists fixed route vehicles to be equipped with AVL, Automatic Annunciation Systems, APC, Security Camera's and applicable onboard equipment.

Table 1A Fixed Route Vehicles

VIN Numbers	Mfg./Model	Year
90564 - 1HVBTA FM36W325192	Int'l 31' Cutaway	2006
90561 - 1GBE4V1267F404682	Chevy 25' Cutaway	2007
90589 - 1HVBTA FM27W384901	Int'l 29' Cutaway	2008
1BAGEBPA96W100477	Bluebird Ultra LF	2006
1BAGEBPA66W100484	Bluebird Ultra LF	2006
1BAGEBPAX6W100486	Bluebird Ultra LF	2006
1BAGEBPA86W100485	Bluebird Ultra LF	2006
1BAGEBPA16W100487	Bluebird Ultra LF	2006
1N9MNAC688C084085	El Dorado EZ Rider II	2008
1GBE4V1G27F424505	Chevy 26' Cutaway	2008
1N9MNAC679C084225	El Dorado 32' EZ Rider II	2009
1N9MNAC659C084224	El Dorado 32' EZ Rider II	2009

Table 1B lists the paratransit vehicles that are to be equipped with MDTs, AVC, and Security Cameras.

Table 1B Paratransit Fleet

VIN Numbers	Mfg./Model	Year
185848 - 1FDLE40F5THB57423	Ford 25' Cutaway	1996
185859 - 1FDXE40F8WHB46048	Ford 25' Cutaway	1998
185860 - 1FDXE40F3WHB50914	Ford 25' Cutaway	1998
185861 - 1FDXE40F1WHB50913	Ford 25' Cutaway	1998
185863 - 1FDXE40F7WHB50916	Ford 25' Cutaway	1998
185864 - 1FDXE40F5WHB19079	Ford 25' Cutaway	1998
185865 - 1FDXE40F6WHB50924	Ford 25' Cutaway	1998
92549 - 1FDXE40F3XHC23278	Ford 25' Cutaway	1999
92550 - 1FDXE40F5XHC23279	Ford 25' Cutaway	1999
92551 - 1FDXE45F7YHA23076	Ford 25' Cutaway	1999
92552 - 1FDXE40FXXHC23259	Ford 25' Cutaway	1999
92553 - 1FDXE40F6XHC23257	Ford 25' Cutaway	1999
92554 - 1FDXE40F6XHC23260	Ford 25' Cutaway	1999
93518 - 1FDXE45F52HB65594	Ford 25' Cutaway	*2003
93519 - 1FTSS34L73HA11429	Ford 22' Cutaway	2003
93520 - 1FTSS34L53HA11428	Ford 22' Cutaway	2003
93524 - 1FDXE45F03HA62276	Ford 25' Cutaway	*2003
93525 - 1FDXE45F43HA62278	Ford 25' Cutaway	*2003
90502 - 2G1WF52EX59357366	Chevy Impala Sedan	2005

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90503 - 2G1WF52E759356479	Chevy Impala Sedan	2005
90504 - 2G1WF52E959356628	Chevy Impala Sedan	2005
90506 - 2G1WF52EX59362101	Chevy Impala Sedan	2005
90508 - 2G1WF52E859360279	Chevy Impala Sedan	2005
90509 - 2G1WF52E659357252	Chevy Impala Sedan	2005
90510 - 2G1WF52E559360143	Chevy Impala Sedan	2005
90513 - 1FDWE35L95HB24823	Ford 18' Van	2005
90514 - 1FDWE35LO5HB24824	Ford 18' Van	2005
90515 - 1FDWE35L55HB24821	Ford 18' Van	2005
90516 - 1FDWE35L25HB19897	Ford 18' Van	2005
90517 - 1FDWE35L75HB24822	Ford 18' Van	2005
90518 - 1FDWE35L45HB19898	Ford 18' Van	2005
93574 - 1FDWE35F43HB88114	Ford 22' Cutaway	2005
93575 - 1FDWE35L44HA33991	Ford 22' Cutaway	2005
93580 - 1FDWE35L44HA37036	Ford 22' Cutaway	2005
93581 - 1FDXE45S74HA92244	Ford 25' Cutaway	2005
93582 - 1FDXE45S44HA92248	Ford 25' Cutaway	2005
90571 - 1GBE4V1927F424487	Chevy 23' Cutaway	2007
90572 - 1GBE4V1947F424510	Chevy 23' Cutaway	2007
90573 - 1GBE4V1917F424755	Chevy 23' Cutaway	2007
91505 - 1GBJG31K081231122	Chevy 21' General	2009
91506 - 1GBJG31K181233249	Chevy 21' General	2009
91507 - 1GBJG31K181232294	Chevy 21' General	2009
91535 - 1GBE4V1G49F412245	Chevy 25' Cutaway	2009
91536 - 1GBE4VGX9F412184	Chevy 25' Cutaway	2009
BCC 22810 - 1FDLE40G3THB57381	Ford 25' Cutaway	1996
1FBSS31L8WHB01427	Ford E350 Cutaway	1998
1FBSS31S0WHB71236	Ford E350 Cutaway	1998
1FBSS31L5WHA90774	Ford E350 Cutaway	1998
1FBSS31L71HA92583	Ford E350 Cutaway	2001
1FTSS34L71HB38582	Ford E350 Cutaway	2001
1FTSS34L02HA91039	Ford E350 High Top	2002
1FTSS34L62HA50088	Ford E350 High Top	2002
1FBSS31L92HA28501	Ford E350 Cutaway	2002
1FTNS24112HA10072	Ford E350 High Top	2002
1FTSS34LX1HB66893	Ford E350 Cutaway	2002
1FTSS34L63HB39936	Ford E350 Cutaway	2003
1FTSS34L13HB72942	Ford E350 Cutaway	2003
1FBSS31L43HA77509	Ford E350 Cutaway	2003
1FTSS34L23HB63067	Ford E350 Cutaway	2003
1FDXE45S43HB39941	Ford 25' Cutaway	2003
1FDXE45P44HA74473	Ford 25' Cutaway	2005
1FDXE45S96HA09335	Ford 25' Cutaway	2006
1GBE4V12X7F404247	Chevy 23' Cutaway	2007

1GBE4V1267F404262	Chevy 23' Cutaway	2007
1GBE4V1G69F409735	Chevy 25' Cutaway	2009
1GBJG31K781153938	Chevy 21' General	2008
1GBJG31K381153838	Chevy 21' General	2008
1GBJG31K781234079	Chevy 21' General	2009
1GBJG31KX81231872	Chevy 21' General	2009
1GBJG31K381233107	Chevy 21' General	2009
1GBJG31K281232563	Chevy 21' General	2009
1GBJG31K781234261	Chevy 21' General	2009
1GBJG31K781234504	Chevy 21' General	2009
1GBJB31K881234317	Chevy 21' General	2009
1GBJG31K391129797	Chevy 21' General	2009

Table 1.C lists other vehicles (street supervisors) that are to be equipped with MDTs and Security Cameras.

Table 2C Supervisory Vehicles

VIN Numbers	Mfg./Model	Year
90502 - 2G1WF52E559357162	Chevy Impala Sedan	2005
90507 - 2G1WF52E159358096	Chevy Impala Sedan	2005
90539 - 1GBJG31U161225196	Chevy 23' Turtle	2006

General Functional Requirements

The Contractor shall be responsible for providing a complete, fully operational and integrated ITS system. Failure on the part of Lake County to specify precisely each and every item necessary for the system shall not relieve the Contractor of total system responsibility.

This RFP outlines the functional, operational and minimum technical parameters of the required ITS deployment. This RFP is considered the minimum requirement of Lake County Public Transport. The RFP covers all equipment and operational constraints to the maximum depth possible. It does not, however, in any way relieve the Contractor from its responsibility to provide a totally installed system including all brackets, nuts, bolts, connectors, and all integration and installation services that are necessary to provide a completely operational system. Proposers will include in their proposals all costs required to design, provide, install, test, and maintain a complete ITS package in accordance with their offer.

By submitting a proposal, Proposers warrant that all equipment quoted within shall constitute a complete system in accordance with its proposal, and insofar as system components exist, all such components are compatible with all other system components provided under the contract or compatible with components provided by others as an integral part of the system. Integration with existing Lake County Public Transport systems is also required to perform the specified functions, as noted in this specification. Proposers further warrant that the system is fit for the use intended.

Mobile Data Terminals (MDTs)**General**

The Contractor shall provide identical in-vehicle MDTs for all Lake County fixed route and paratransit vehicles.

The MDT shall be integrated with a GPS receiver, mobile data communications radio modem, bulk data transfer Wireless Local Area Network (WLAN) interface card, vehicle odometer output, covert alarm switch, covert microphone, and voice radio, and shall utilize a SAE J1708 or J1939 interface to support integration with other future in-vehicle technologies.

The supported Message Identifiers (MID) and Parameter Identifiers (PID), available for communications with future on-board devices using the J-1708/1587 interface implemented in the MDT, shall be fully documented (or equivalent information for a J-1939 interface).

The MDT shall turn on automatically when the vehicle ignition is turned on, and shall shut down a programmable time after the vehicle ignition is turned off.

The MDT display shall use a color backlit Liquid Crystal Display (LCD), readable by the driver from the seated position under the full range of ambient illumination conditions, through the incorporation of such measures as driver-operated brightness/contrast control, anti-glare coating and adjustable orientation mounting.

The display shall be large enough to allow the paratransit application software to simultaneously display the name and address information for at least four pickups and/or drop-offs.

The MDT application software shall be operated using either at least eight programmable function keys or touch screen programmable buttons. Function keys shall also provide tactile feedback when pressed.

The driver shall not be able to manually shut off or disconnect the MDT power or manually shut down the application software.

All MDT clocks must sync with the systems to provide consistency and accuracy of the entire system. Proposers shall describe how the clock time will be maintained.

Integrated GPS Receiver

GPS receivers shall report latitude, longitude, speed, time, direction of travel and whether the GPS position is classified as “good” given the current Horizontal Dilution of Precision (HDOP).

The GPS receivers shall be parallel tracking receivers, capable of simultaneously tracking at least four GPS satellites in the best available geometry, while also serially tracking the four next best satellites and upcoming (rising) satellites.

Onboard GPS receivers must be Wide Area Augmentation System (WAAS)-capable, providing position accuracy within three meters 95 percent of the time.

The GPS receiver shall have a cold start solution time of two minutes or less and a re-acquisition time of 15 seconds or less.

The GPS equipment shall include multi-path rejection capabilities to help eliminate spurious signals caused by reflections off of buildings or other structures.

Velocity measurements provided by the GPS equipment shall be accurate to within 0.1 meters per second.

The GPS antenna shall be a low-profile unit housed in a rugged and weather tight enclosure. The GPS antenna shall be securely mounted on the exterior of the vehicle, clear of obstructions and interference-generating devices. GPS antenna location shall be determined in collaboration with Lake County staff. The antenna, mounting and sealants shall be impervious to physical and chemical attack by automatic bus washing equipment.

Installation

MDTs shall be replaceable as discrete units and identified by unique serial numbers. Each connector shall be keyed or otherwise configured so as to prevent inadvertent miss-wiring during MDT replacement.

Electrical power for MDTs and all other on-board components shall be drawn from vehicle unconditioned nominal 12V DC power supply. All data inputs and outputs shall be designed to absorb “routine” intermittent low voltage, over-voltage and reverse polarity conditions, and to use inexpensive and easily replaceable components to open circuits in the event of “extraordinary” conditions (e.g., through the use of fuses, transorbs, optical isolation).

MDTs and all other on-board components shall meet the requirements of this specification under all conditions encountered in transit vehicle operations.

MDTs and all other on-board components shall be designed to operate in accordance with these specifications for ambient temperatures from -30°C to +60°C

MDTs and all other on-board components shall be designed to operate in accordance with these specifications for ambient humidity from 5% to 80%, non-condensing.

MDTs and all other on-board components shall be designed to withstand the vibration and shock forces associated with transit vehicles.

MDTs and all other on-board components shall be sealed against dust and water intrusion, certified in compliance with the NEMA 4 or IP65 standard (or better).

MDTs and all other on-board components shall be shielded to avoid radiating electromagnetic interference so as to have no negative effect on the operation of any other equipment in Lake County vehicles or in the ambient environment Lake County vehicles encounter in normal operations. This shall include, but not be limited to, certified compliance with FCC Part 15 Class

A rules (including all internal integrated components such as the GPS receiver and the radio modem).

MDTs and all other on-board components shall be shielded to avoid its operation being affected by any electromagnetic interference in the ambient environment Lake County vehicles encounter in normal operations.

MDTs and all other on-board components shall be housed in enclosures which cannot be opened with standard hand tools.

MDTs shall be securely mounted in the interior of the vehicle, so as to avoid blocking driver sightlines to front and side windows. The location of and mounting method for the MDT units shall be determined in collaboration with LakeXpress staff.

Integration

The MDT/AVL system shall provide a single log-on for and be capable of exchanging data with the following Lake County systems and on-board equipment:

- In-vehicle automatic passenger counting (APC) equipment; and
- Transit signal priority emitters (future requirement).
- Vehicle head signs;
- In-vehicle fare collection equipment (future requirement);
- In-vehicle video monitoring;
- Vehicle maintenance monitoring system;
- Employee proximity identification card; and
- In-vehicle automated annunciation system.

The supported Message Identifiers (MID) and Parameter Identifiers (PID), available for communications with future on-board devices using the J-1708/1587 interface implemented in the MDT, shall be fully documented (or equivalent information for a J-1939 interface).

AVL Tabular Display

The contractor shall provide the capability of displaying AVL data in tabular format. At a minimum, the tabular display shall provide the capability to display windows that contain the following information:

- All vehicles equipped with AVL;
- Early and late buses highlighted with different colors;
- Early and late paratransit vehicles with different colors;
- Off-route vehicles;
- Characteristics of vehicle(s) that has/have activated a silent alarm condition; and
- Characteristics of vehicle(s) with vehicle systems alarm conditions.

AVL Data Recording and Retrieval

All vehicle location and status data transmitted to dispatch shall be maintained online or on removable backup media for a period of six months for future retrieval, display and printing. This historical information shall include all data transmitted from vehicles to dispatch (log-on/log-off data, emergency alarms, vehicle system alarms, location data, and data transmitted from other equipment on-board the vehicles); and all user logins and log-offs. Online data will reside in a fault-tolerant storage system that ensures data integrity in the event of a drive failure.

In addition, the system must include a means of backing up transaction data while the system is in operation. It should not be necessary to shut down the database to perform a successful backup.

The stored data shall be time and date stamped, and shall contain sufficient information to enable selective sorting and retrieval based on user-specified selection criteria. At a minimum, the following sorting and selection criteria shall be supported for accessing the historical data from both the short-term and long-term archive storage:

- Operator ID
- Vehicle ID
- Route Number
- Run number
- Dispatcher ID
- Date and time
- Type of data (e.g., off-schedule)
- Incident type (where needed)

Historical data shall be read-only. That is, modification of this data shall not be permitted. Historical data shall be available in a format that is directly accessible by or importable into common database management and analysis tools.

Proposer shall clearly describe proposed backup methodology.

Fixed Route Scheduling Software

LakeXpress will use RouteMatch for fixed route scheduling purposes. The contractor must integrate with RouteMatch or offer an equal or better software solution in their proposal. Fixed route scheduling functionality is described below.

Bus Stops

The system shall be capable of defining an unlimited number of bus stops and nodes.

The system shall permit the user to define bus stops using a variety of methods, including direct entry of GPS determined coordinates, and citing the stop location with a mouse click.

The system shall allow stops to be positioned relative to intersections (i.e., upstream or downstream as a defined distance from the cross street on a particular roadway).

The system shall be capable of allowing the user to determine the presence of stop amenities (e.g., bench, shelter) and other supplemental data with each stop.

Reporting

The system shall generate a report for each trip pattern, listing the distances between timepoints.

The system shall generate detailed timetables for each route and for each service day type.

The system shall generate timetables suitable for providing schedule information to the customers (e.g., in pocket timetables).

The system shall generate a report listing the block numbers and detailing the sequence of trips for each.

The system shall generate a report detailing the block/trip for the sequence of work pieces comprising the each run.

The system shall generate a report listing the set of runs in each roster, in a suitable format for driver signup.

The report files shall be easily exported to formats that can be opened and edited in Microsoft Word and Excel.

Fixed Route Location and Schedule Adherence Tracking

The system shall receive incoming messages from MDTs where the driver has logged on to a fixed route run. The incoming message types are logon, logoff, location and schedule adherence reports, covert alarm messages and text messages.

The system shall log all outgoing and received data in a historical database, including date/time, vehicle ID, trip ID, driver ID, dispatcher ID, location, odometer, schedule adherence, message type, and message content. The historical database shall be read-only. Historical data shall be available in a format that is directly accessible by or importable into common database management and analysis tools.

The system shall show on the map display the last reported location for all vehicles that have an MDT logged in to a fixed route run, using a vehicle icon indicating route direction and labeled with the vehicle ID, trip ID or driver ID as selected by the user. The display shall provide an indication when the last reported location is older than the reporting interval.

Based on configurable thresholds, the system shall use the reported schedule adherence data to designate when vehicle are “early” or “late”, and list these exception vehicle IDs in a tabular display with their current schedule adherence. These tabular display entries and the map display symbols for these vehicles shall use distinct and configurable color codes for early and late status.

If a vehicle must be removed from service, the system shall allow the dispatcher to associate a newly assigned vehicle with the run.

The dispatcher shall be able to review the chronological sequence of reported locations for a specified vehicle over a specified time period on the map display, including controls to view the entire sequence from the beginning of the time period or step through the sequence incrementally forwards or backwards.

Fixed Route MDT Application Software

When a driver is logged in to a run, the MDT shall display the name of the next upcoming time point, and the schedule adherence status as of the most recently passed time point (e.g., -0.4 to signify 0.4 minutes behind schedule).

The MDT shall send a location report, indicating its current GPS location, odometer reading and schedule adherence status, once a programmable number of minutes have passed since the previous location report.

The MDT shall allow the driver to send a text message to dispatch by selecting from a set of pre-defined messages. LakeXpress shall be able to modify the text for these pre-defined messages, if stored in the MDTs.

The MDT shall store up to ten text messages received from dispatch, display to drivers when there are unread text messages, and allow stored text messages to be viewed or deleted. The MDT shall allow the driver to view received text messages that are longer than can fit on one line of the display. The MDT shall automatically send an acknowledgement message to dispatch, once the driver has viewed a message flagged by dispatch as requiring acknowledgement.

The MDT shall store the most recent location received from the GPS receiver, so that the “last known good” location will remain available if the GPS receiver ever is not able to report a location classified as “good”.

The GPS location indicated in a report sent by an MDT to dispatch shall indicate whether the location is the current location from the GPS receiver or the last known good GPS location. The MDT shall allow the driver to logoff after pull-in, and send a logoff message.

Paratransit Location Tracking

The system shall receive incoming messages from MDTs where the driver has logged on to a paratransit run. The incoming message types are logon, pull-out, pull-in, location reports, trip event reports, covert alarm messages and text messages.

The system shall log all outgoing and received data in a historical database, including date/time, vehicle ID, run ID, driver ID, dispatcher ID, location, odometer, message type, and message content. The historical database shall be read-only. Historical data shall be available in a format that is directly accessible by or importable into common database management and analysis tools.

The system shall provide a real-time output of the historical database in Extensible Markup Language (XML) format using the HTTP protocol. The Contractor shall document this XML schema and provide it to the County.

The system shall receive location reports from the Mobile Data Computers (MDTs) and display the last reported location on the map display. The display shall provide an indication when the last reported location is older than the reporting interval.

The dispatcher shall be able to review the chronological sequence of reported locations for a specified vehicle over a specified time period on the map display, including controls to view the entire sequence from the beginning of the time period or step through the sequence incrementally forwards or backwards.

Paratransit MDT Application Software

When a driver is logged in to a run, the MDT shall display manifest data for the next several upcoming pickup and drop-offs, received via the mobile data communications system from the paratransit scheduling and dispatch software.

The MDT shall allow the driver to indicate when the vehicle is about to pull-out to begin the run or has just pulled in to complete the run.

The MDT shall allow the driver to select a single pickup or drop-off, to view all additional manifest details, and to return from these details to the view of multiple upcoming pickups and drop-offs.

The MDT shall allow the driver to indicate when the vehicle has arrived onsite or is departing, for pickups or drop-offs.

When the driver selects to complete a pickup event, the driver shall be able to update the MDT manifest data to reflect (1) the actual fare collected; (2) whether there was a companion; and (3) the actual number of accompanying minors.

When the driver selects a pull-out, pull-in, pickup or drop-off trip event, the MDT shall send the name, address, time, GPS location and odometer reading to the paratransit scheduling and dispatch software.

If the MDT does not receive an acknowledgement for pull-out, pull-in, pickup or drop-off trip event data sent to dispatch, the MDT shall store this data for later bulk data transfer to the paratransit scheduling and dispatch software.

The MDT shall send a location report, indicating its current GPS location, once a programmable number of minutes have passed since the previous location or trip event report.

The MDT shall allow the driver to send a text message to dispatch by selecting from a set of pre-defined messages.

The MDT shall store up to ten text messages received from dispatch, indicate to drivers when there are unread text messages, and allow stored text messages to be viewed or deleted. The MDT shall allow the driver to view received text messages that are longer than can fit on one line of the display.

The MDT shall store the most recent location received from the GPS receiver, so that if the GPS receiver ever is not able to report the location the “last known good” location will remain available.

The GPS location indicated in a report sent by an MDT to dispatch shall indicate whether the location is the current location from the GPS receiver or the last known good GPS location.

Text Messaging

The system shall allow the dispatcher to view received text messages in a tabular display that also indicates the vehicle ID and the time of the message.

The system shall allow the dispatcher to send a text message to a single MDT, a predefined group of MDTs or all MDTs within a rectangular area selected on the AVL map display. The system shall allow the dispatcher to select one of a set of predefined text messages or enter a free text message. The system shall allow for any message sent by dispatch to be flagged as requiring driver acknowledgement.

APC System

The Contractor will equip all (100%) of the fixed route fleet with APCs.

Functional Requirements

The Automatic Passenger Counting (APC) subsystem in each equipped vehicle shall provide the following general functionality:

- Count the number of passengers boarding and alighting at each stop, separately for each doorway;
- Store the boarding and alighting counts on-board, for each stop and doorway, including the GPS latitude and longitude for the stop location as well as the current date, time, block, route and trip;
- Maintain the current vehicle occupancy, based on the cumulative boardings and alightings;
- Assign counts records to stops based on the GPS locations;
- Transfer the stored counts data to the central transit management system, via the Wireless Local Area Network (WLAN) at the depot;
- Receive and implement APC subsystem software and data updates, from the central transit management system, via the Wireless Local Area Network (WLAN) at the depot;
- Support data post-processing to improve the accuracy of the APC data;

- Provide a combination of pre-defined reports and the ability to create ad-hoc reports based on the APC data; and
- Provide interface between APC post-processed data and County's GIS system for service planning analysis.
- Collect all data necessary for NTD including Unduplicated Passenger Trips (UPT) and Passenger Miles Travelled (PMT).

Physical Requirements

Each doorway on an equipped vehicle shall be fitted with one or more APC sensors.

The APC sensors for each doorway may be mounted either beside or above the doorway passage, involving the use of infrared beam technology and no need for direct contact with passengers. Floor treadles shall not be incorporated into the doorway sensor design.

Interface Requirements

The APC sensors for each doorway shall be connected to a single APC controller.

The APC controller shall be connected to the J1708 Vehicle Area Network (VAN), to enable communications with the MDT.

The APC sensors may alternatively be each connected directly to the J1708 Vehicle Area Network (VAN), to enable communications with the MDT without any intermediate APC controller.

Performance Requirements

The doorway sensors shall be able to count and differentiate between boarding and alighting passengers.

The doorway sensors shall be able to separately count successive passengers that are walking as close together as is practicable, either one behind the other or side by side.

The doorway sensors shall be able to count moving passengers with heights between 1 meter in height and the maximum height of the doorway.

The doorway sensors shall be able to count moving passengers with speed between 0.1 and 3 meters per second.

The doorway sensors shall be able to separately count a small child being carried by another passenger.

The doorway sensors shall not register as multiple passengers the passage of a single passenger that reaches into or out of the doorway passage, or is swinging their arms, while passing through the sensor beams.

The doorway sensors shall not separately count objects carried by passengers, such as shopping bags or umbrellas.

Boarding and alighting counts shall only be recorded when the doorway is open. This will avoid any counting of passengers moving in the vicinity of the doorway passages between stops.

Boarding and alighting counts shall only be recorded when the vehicle MDT is logged into a revenue service run. If there is a bus breakdown and passengers need to transfer to a replacement

bus, this will allow the passenger transfer to be done with both buses logged out of the run so that the transferring passengers are not erroneously double-counted.

The percent error for boarding or alighting counts at a given doorway, measured at a given stop, shall be calculated as: absolute value of (measured count minus observed count) divided by (observed count). For example, if 7 passengers were observed boarding through the front door at the stop and the APC system recorded 8 passengers boarding, the percent error would be 1/7 (i.e., 14%).

The average percent error for both boardings and alightings for each vehicle doorway shall be 5%, under the full range of ambient illumination conditions and for ambient temperatures.

A sample of at least 50 percent error observations shall be collected at various revenue service stops, for both boardings and alightings at each vehicle doorway, and the average percent error for each sample shall be within the range 3% to 7%.

The APC subsystem shall be interfaced with a wheelchair lift sensor, with the number of wheelchair lift operational cycles at each stop is also recorded.

For each stop, a data record shall be created to store the number of boarding and alighting passengers for each doorway and the number of wheelchair lift activations.

Each data record shall also include the current GPS latitude and longitude (if the GPS receiver indicates that it currently has GPS lock), as well as the current date/time, block, route and trip.

The date/time of any separate APC controller shall be updated at least one per day from the MDT.

Data records may be stored in either the APC controller or the MDT, with sufficient on-board memory capacity to allow for storage of at least 72 hours of APC data. On-board memory shall use non-volatile storage so that a power supply is not required to retain the stored APC data records.

Boarding counts in progress as a door closes shall be correctly processed and included in the correct data record.

Alighting counts in progress as a door opens shall be correctly processed and included in the correct data record.

Utility software shall be provided, for use on a laptop computer connected via a serial communications connection to either the APC controller or the MDT, which supports calibration of the doorway sensors and review of stored data records.

Upon command from the WLAN subsystem, the data records shall be transferred from the APC subsystem.

The APC subsystem shall not erase or allow the overwriting of data records until confirmation is received from the WLAN subsystem that the data records were successfully received.

The latitude and longitude of bus stops shall be used to add the stop ID to the data record, based on the route/trip and the latitude and longitude (if recorded). This stop association may be performed either on-board or after the data has been transferred from the vehicle.

If the latitude and longitude recorded for a stop are not within 50 meters of a stop on the current route/trip, a stop ID shall not be added to the data record. GPS accuracy is such that this would only be expected to occur if the passenger counts occurred between official stops or on a detour.

Upon command from the WLAN subsystem, APC software or configuration data updates shall be transferred to the APC subsystem and installed in the MDT or APC controller.

Upon successful receipt of a file from the WLAN subsystem, the APC subsystem shall provide an acknowledgement to the WLAN subsystem.

The APC subsystem shall provide a backup method for bi-directional data transfer between vehicles and the central system, involving one or more portable devices that can be connected with the APC controller or MDT in each vehicle and with a device on the central system network (e.g., portable computer, memory cards). This backup data transfer method would be used when the WLAN subsystem is temporarily unavailable. If battery power is required, the portable device(s) shall be rechargeable and have sufficient battery capacity to operate over an eight-hour shift between recharges. The portable device(s) shall have sufficient memory capacity to carry data to be uploaded to all vehicles and up to 72 hours worth of APC data from all vehicles by the end of the shift.

Utility software shall be provided to analyze the APC data, implementing algorithms that further improve the accuracy of the APC data, in particular to address any systematic relative over counting or undercounting of boardings and alightings. At minimum, these algorithms would proportionally weight the boarding and alighting counts to avoid instances where the calculated vehicle occupancy becomes negative or where the total number of boardings and alightings over the course of a run are not equal.

Utility software shall be provided with the ability to create both a suite of standard reports and customized ad-hoc reports.

Standard reports shall include at least:

- Boardings and/or alightings by route for a given time period;
- Boardings and/or alightings by trip for a given route and time period;
- Boardings and/or alightings by stop for a given route and time period;
- Boardings and/or alightings by trip for a given route, stop and time period;
- Boardings and/or alightings by stop for a given route, trip and time period;
- Vehicle doorways for which the daily volume or standard deviation of boardings and alightings has changed significantly from the historical norm (i.e., to assist in spotting a doorway whose sensors have become faulty or miss-calibrated).

The ad-hoc reporting utility software shall allow for the creation of report template files that define: (1) the selection of database fields to be included in the report; (2) the formatting, filtering, and sorting of these fields; (3) the use of these fields to calculate new fields; and (4) the ability to present the results in both tables and graphs.

Both pre-processed and post-processed data shall be retained and available for data reporting.

Installation Requirements

APC sensors shall be mounted so as to avoid any protrusions into the doorway passage, with sealed windows for the infrared beams.

Cabling to the doorway sensors shall be shielded and routed to avoid sources of electromagnetic interference, such as fluorescent lighting ballasts.

The doorway sensors and APC controller shall be mounted in locations that are not accessible to the driver.

The alignment of the doorway sensors shall be calibrated after installation, to establish the alignment settings for each vehicle that achieve the most accurate performance (and the calibration settings for each vehicle shall be documented for future Lake County reference).

Test Requirements

The Test Procedures shall be prepared by the Contractor and accepted by Lake County prior to the start of any acceptance testing.

The Test Procedures shall define which specification performance requirements are to be demonstrated through each of the following stages of acceptance testing.

The Test Procedures shall define for each performance requirement the test stage, test procedure and the test result that would constitute a successful demonstration of the performance requirement.

- Factory Acceptance Testing
 - Factory Acceptance Testing shall be completed prior to any installations of the APC subsystem.
 - Factory Acceptance Testing shall use a complete bench test configuration for the APC subsystem that would be installed on a single vehicle, at a facility provided by the Contractor such as their factory.
 - The bench test configuration shall include at minimum the following components: (1) doorway sensors installed in two doorway passages with dimensions corresponding to the doorway passages in the actual LakeXpress vehicles to be used; (2) integration of the doorway sensors with the APC controller and MDT (or directly with the MDT), to allow the boarding and alighting counts for test passages through each doorway to be reviewed; and (3) integration with simulated doorway closure sensors.
- Proof Of Performance Testing
 - Proof of Performance Testing shall be completed after APC subsystem installation for each vehicle.
 - Proof of Performance Testing shall use the complete configuration for the APC subsystem installed on each single vehicle, at the vehicle installation facility provided to the Contractor by Lake County Public Transportation.
 - The installed vehicle configuration shall include at minimum the following components: (1) doorway sensors installed and calibrated in all doorway passages; (2) integration of the doorway sensors with the installed APC controller and MDT (or directly with the MDT), to allow the boarding and alighting counts for test passages through each doorway to be reviewed; and (3) integration with the doorway closure sensors.
- Subsystem Integration Testing
 - Subsystem Integration Testing shall be completed after the APC subsystem has been integrated with the on-board and central systems.

- Subsystem Integration Testing shall use the APC subsystem installed on all equipped vehicles, with the central system at the Lake County Public Transport Division.
- The installed test configuration shall include at minimum the following components: (1) integration of the doorway sensors (and any APC controller) with the MDT on the vehicles; and (2) integration of the depot WLAN with the central system capabilities for bulk data exchange with vehicles and for performing post-processing and reporting for APC data.

Automated Annunciation System

The following subsections describe the functional requirements of the Automated Annunciation/Signage System (AAS) to be satisfied by the Contractor.

Lake County requires an AAS in order to:

- Meet the requirements of the Americans with Disabilities Act (ADA);
- Automatically announce and display recorded information about each stop, major intersection, key locations, transfer opportunities, and route destination in each Lake County fixed route vehicle prior to arriving at that location; and
- Provide the ability for authorized personnel to record the announcements and construct the related text at a centrally-located location, transferred to buses and to have those announcements associated with the appropriate trip.

General AAS Requirements

An AAS shall be installed on each Lake County fixed-route vehicle. The system shall meet or exceed all ADA requirements found in 49CFR Parts 37.167 and 38.35. The system shall provide audio and visual announcements to on-board riders and those waiting to board. The system shall be fully integrated with the on-board AVL system (see Section 7), based on SAE J1587/J1708 standards.

The AAS shall function as follows. As each Lake County fixed route vehicle approaches a stop, major intersection, or other designated location, a digitally-recorded announcement shall be automatically made over the on-board public address (PA) system speakers (it is the responsibility of the proposers to test the vehicle PA system speakers for proper operation and provide speakers or replace speakers as needed) and displayed on an LED sign inside the vehicle to inform passengers about the next stop. The volume of the announcements shall be automatically adjusted according to the noise level on the vehicle at the time. No vehicle operator interaction shall be required to operate the annunciation system. However, the vehicle operator shall have the ability to manually operate the system whenever it is deemed appropriate to do so. Further, the vehicle operator's use of the on-board PA system shall override any automated announcements.

In the event that a vehicle is operating off-route, the automated announcements/displays shall not be made. The system shall detect reacquisition of the route, at any point along the route, and automatically determine and announce the next valid bus stop or other designated location. Off-

route and on-route detection and recovery shall be automatic and not require operator intervention or action, nor shall it require the vehicle to be driven to special reacquisition points.

The location information announced/displayed shall be the name of the stop, the location of the stop (if different from the stop name), transfer opportunities (if the potential route is currently operating), and other information to be determined at a later date (e.g., points of interest located close to the stop). The annunciation system shall use the vehicle location information from the AVL system (described in Section 7) to trigger these announcements on-board the vehicle whenever the vehicle enters a “trigger zone.” A trigger zone is a user-defined area that is located just prior to each stop location configurable by the vehicle on both a global basis or as superseded on a stop-specific basis. For example, the trigger zone may begin 800 feet before each stop or other announcement location.

Optionally, at each stop, as the doors are opened for passenger boarding, a route/destination announcement shall be made outside the LakeXpress vehicle. The volume of the external announcement must be able to be set globally dependent on the time of day and location that the announcement is being made.

In addition to next stop announcements/displays, the annunciation system shall be capable of making time-based, location-based and vehicle operator-initiated announcements/displays. Time-based announcements/displays shall be programmed to be made on-board the vehicle at specific times of the day, days of the week, or within specified time periods. Separate announcements/displays shall be programmed to be made on-board the vehicle when that vehicle is at a specific location(s).

Vehicle operator-initiated announcements/displays (e.g., safety-related announcements) shall be programmed to be made at the vehicle operator’s discretion. The system shall be able to store up to a total of 99 time-based, location-based and vehicle operator-initiated announcements/displays on the MDT.

Proposers shall describe the planned system architecture for the Automated Annunciation/Signage system. This architecture shall represent a fully interoperating collection of distinct systems, subsystems and components linked over the J1708 data bus.

In-Vehicle Hardware Requirements

The AAS shall utilize the AVL MDT to the extent possible to provide the following capabilities:

- Automatically initiate audio announcements and sign displays;
- Communicate with the AVL system and other on-board systems, as necessary; and
- Provide the vehicle operator with manual control of the system, if necessary;
- Further minimum hardware requirements for the annunciation system are as follows:
 - Dual-channel high fidelity audio capable of playing simultaneous internal (and optional external) announcements;
 - Two built-in 20-watt amplifiers; or whatever size to sufficiently be audible.

- Noise-sensing device for each audio channel, which shall automatically and independently adjust each channel's volume as appropriate in response to ambient noise detected; and
- Independent volume control for each audio channel, automatically adjusted for ambient noise.

The internal display sign for each Lake County fixed route vehicle shall display coordinated text for next stop and other audio announcements. The sign shall meet all ADA requirements for internal signage. Proposers are required to describe the type of internal sign being proposed (LED is the preferred type), along with the sign's dimensions and programming characteristics. Further, Proposers are required to specify how displayed messages are scrolled and/or single frame modes are utilized.

The internal display signs shall be constructed to withstand the harsh transit environment.

Workstation Hardware Requirements

Software for a computer workstation should be provided that allows authorized personnel to record announcement audio, to specify internal sign text, and to define route-stop structures. This software shall allow establishment of a workstation capable of performing these functions and to output the results to vehicle MDTs via the communications medium. This workstation shall capture all audio data in an industry standard format using non-proprietary hardware. Proposers shall describe how users will make the changes identified above, including a description of the interface and including screen-print.

The Contractor shall create the initial sets of audio and visual messages in English and Spanish for the entire fixed route system. Lake County shall have the right to approve scripts and to select a "voice" to be used system wide from among five professional announcers. Local production, to reflect local pronunciation, is preferred. Data shall be created for one route, in both directions, and tested on the first Radio/ITS system-equipped bus, in revenue service for, at least, five (5) days. Development of system wide scripts shall not commence until after this test.

On-Board Cameras

The Contractor shall propose to install cameras on Lake County fixed route vehicles. The Contractor is invited to propose as an option, installation of cameras on the County paratransit vehicles. The Contractor should assume placement of six cameras per fixed route vehicle. Placement shall provide views of the driver, out the windshield, each doorway and the length of the interior. Proposer shall make a recommendation for the cameras on the paratransit vehicles.

General

The following subsections describe the functional requirements of the on-board camera system to be satisfied by the successful Contractor under the resulting contract, except for those requirements that are identified as future requirements. For future requirements, the Contractor must demonstrate the capability to satisfy these requirements in the future by describing how hardware and software provided under the resulting contract will interface with future hardware and software identified in this RFP.

Lake County requires an on-board camera system in order to:

- Monitor the activities of passengers on-board a transit vehicle;
- Monitor passengers as they board and alight through the stairwells;

- Monitor traffic through windshield;
- Allow voice recording;
- Allow user to prevent deletion of certain portions of the data; and
- Preview and playback saved images.
- Record day or night hours

System Requirements

The on-board camera system, including on-board equipment, fixed-end equipment and associated software, shall perform its functions in a seamless fashion transparent to vehicle operators.

Cameras

The basic camera specifications are as follows:

- The contractor shall install the camera system on a total of 10 fixed route vehicles; provide as proposed for sixty-five (65) paratransit vehicles.
- The system shall be a digital recording system;
- All images captured by the system shall be in full-color;
- All cameras shall be installed inside buses;
- Each bus shall be equipped with six (6) cameras. Five (5) cameras locations have been identified as follows:
 - One (1) at the windshield capturing road image;
 - One (1) facing the front door stairwell;
 - One (1) facing the rear door stairwell;
 - One (1) at the front of the bus facing the rear of the bus; and
 - One (1) at the rear of the bus facing the front of the bus;
- Aside from the windshield camera, the other four cameras shall provide complete coverage to monitor the entire interior of the bus;
- The cameras shall be designed for the harsh transit environment, which includes operating effectively throughout temperature extremes, and withstanding the vibration and shock forces associated with transit vehicles;
- The cameras shall be capable of operating in typical transit vehicle interior daylight and nighttime lighting conditions;
- The cameras shall record at high resolution, full view, and full motion (30 frames per second) quality;
- The cameras shall automatically and instantly adjust aperture to compensate for sudden bright or dark images;

- The final location of each camera on each bus type shall be determined in collaboration with Lake County staff;
- The cameras shall operate on 12 or 24 volts;
- The cameras shall be mounted using the appropriate bracket, and shall not interfere with or impede access to other system components;
- Brackets, or other mounting elements, shall allow only authorized users to adjust the cameras on both the vertical and horizontal planes;
- Clearance from the bus floor to the bottom of camera shall be adequate so as not to impede the free movement of passengers and not to cause injuries to the passengers;
- The cameras shall be available in a range of mounts including flush, angled, and surface recessed; and
- The cameras shall be housed in splash-and tamper-proof enclosures.

Microphones

- Each camera shall have a microphone mounted as part of its housing unit or near it;
- The microphone shall pick up and record normal conversations within a five (5) foot radius;
- Voice recording shall be stored digitally in the system;
- Voice recording of each microphone shall be synchronized with the video recording of the camera associated with it;
- In the process of recording, the system shall filter out vehicle noise to provide quality high quality and easily understood voice.

On-board Recording Unit Requirements

The on-board recording unit shall act as an on-board central processing unit that receives and stores all images from all on-board cameras and all voice data from all on-board microphones.

The on-board recording unit specifications are as follows:

- Be designed for the harsh transit environment, which includes operating effectively throughout temperature extremes, and withstanding the vibration and shock forces associated with transit vehicles;
- The on-board recording unit shall be housed in splash-and tamper-proof enclosures;
- The on-board recording unit shall include protection against damage due to electrical overload per SAE J1292;
- The system shall automatically start recording whenever transit power comes on;
- The system shall allow for a delayed shutdown for a programmed number of minutes after vehicle power is turned off;
- Each recorded image frame shall be identified with visible date, time and bus number;

- Electrical overload protection shall open the electrical supply circuit of affected modules and subsystems before additional damage to said modules and subsystems, or to other modules, subsystems or power supplies, can occur. Over load protection devices in modules and subsystems shall not be automatically reset. The respective current rating of any overload protection device shall be clearly indicated on each such device;
- The on-board recording unit shall have, at a minimum, a 120 Gigabyte hard-drive capacity;
- The system shall have the capability to accommodate at least eight (8) cameras;
- Authorized users shall be able to easily remove hard-drives to allow data transportability;
- The removable hard-drive units shall be of modular design with no access to the recording media or internal components;
- The removable hard-drive units shall be housed in splash-and tamper-proof enclosures;
- The removable hard-drive units shall be designed for the harsh transit environment, which includes operating effectively throughout temperature extremes, and withstanding the vibration and shock forces associated with transit vehicle
- Once images and audio are recorded, the quality of images and audio shall never deteriorate over time, no matter how many times it is played;
- The on-board recording units shall allow for wireless transmission of images and audio through the proposed WLAN;
- The system shall allow incidents to be protected from being overwritten once the emergency alarm switch is activated;
- The area of the hard-drive containing an incident shall be protected for a programmed amount of time from up to five (5) minutes prior to the incident to up to fifteen (15) minutes after the incident;
- The system shall provide a “quick reference” flag of triggered incidents for quicker future review;
- As an option, the on-board recording unit shall be equipped with an internal battery backup to enable the system to capture images and audio even if all vehicle power to the system is cut off due to an accident or other incident;
- Two portable units will be provide for onboard viewing and data transfer by Maintenance or Supervisor staff; and
- The final location of on-board recording units on each bus type shall be determined in collaboration with Lake County staff;

Playback Station Requirements

The following specification covers the requirements of the Playback Station:

- The on-board camera system shall also include two (2) Playback Stations with associated hardware and software to view recorded images and listen to recorded audio data;

- The Playback Station shall include a dedicated PC, and a 19” LCD Flat Panel monitor or larger;
- The location of the Playback Station shall be determined in collaboration with Lake County staff;
- The Playback Station shall allow users to simultaneously display images from up to four (4) cameras on the monitor;
- Authorized users shall be able to review recorded images one frame at a time (freeze frame) or at slow or high video speeds in both forward and reverse mode;
- Authorized users shall be able to jump directly to a specific date, time and bus number, or to a tagged incident;
- Authorized users shall be able to rotate, enlarge, adjust brightness, or adjust contrast of recorded images;
- The system shall allow recorded images and audio to be transferred to a CD, DVD, video tape, and/or PC hard drives at high output; and
- The Playback Station shall allow users to print images.

Bus Stop Closed-Circuit Television (CCTV) Camera System

The contractor shall propose to install CCTV cameras at five (5) key bus stop locations to be identified by Lake County.

General

The following subsections describe the functional requirements of a bus stop CCTV camera system to be satisfied by the successful Contractor, except for those requirements that are identified as future requirements. For future requirements, the Contractor must demonstrate the capability to satisfy these requirements in the future by describing how hardware and software provided under the resulting contract will interface with future hardware and software identified in this RFP.

Lake County requires a CCTV camera system in order to:

- Provide remote monitoring at five (5) bus stop locations;
- Transmit images to a central location in real-time;
- Record captured images using digital video recorders (DVR);
- Allow preview and playback of recorded images; and
- Allow remote control of cameras (e.g., pan/tilt/zoom).

Remote Cameras

Specifications for the Bus Stop CCTV Camera System are as follows:

- Each camera shall be a solid-state high-resolution color video camera using an interline transfer charge coupled device (CCD) image sensor with DSP (Digital Signal Processing);

- Each camera shall capture images in full-color;
- Each camera shall record at full motion speed (30 frames per second or higher);
- Each camera shall be capable of producing a minimum of 480 TV lines resolution with a sensitivity of 0.2 foot candles (2.1 lux);
- Each camera's integrated lens shall have a 22X focal range (4-84mm);
- Each lens shall provide auto focus, auto aperture, auto white balance with remote manual control capacity;
- Camera mounting must be possible in a variety of configurations (e.g., from the top, the sides, the back);
- Each camera shall be housed in a protective enclosure, dome-shaped or other shape approved by Lake County;
- Each camera shall be mounted on variable speed pan and tilt drives;
- Each drive unit shall allow for 360-degree continuous rotation;
- Each drive unit shall have a built-in receiver and shall be capable of being integrated into an RS422 communications format with half duplex communication;
- Pan speed shall be 1-270°/sec;
- Tilt speed shall be 1-90°/sec;
- Pan/Tilt/Zoom (PTZ) shall be compliant with the industrial standard control format (RS485 and RS232);
- The drive unit shall operate from 110/120 VAC;
- Each camera housing unit shall be equipped with a 110/120 VAC heater and blower to reduce condensation;
- A clear outer dome over each camera shall be environmentally sealed to prevent moisture from entering the housing;
- Each camera shall operate effectively throughout temperature extremes;
- Each camera shall operate under Florida extreme weather conditions without building up condensation;
- The "video out" shall comply with NTSC standard 60f/s;
- There shall be a minimum of 32 programmable preset positions available;
- Each camera's view shall be programmable for a maximum of 16 sectors. Each sector shall have the capability to be blanked out (no video display). The number and size of sectors shall be programmable and have a custom title;
- The location of each camera at each bus station shall be determined by Lake County staff;
- The Contractor shall be responsible for providing required power to each camera if power is not readily available at the bus stops;

- Each camera shall be connected to a central monitoring and control system, and recorders via fiber optics; and
- The Contractor shall be responsible for obtaining required permits and coordinating any trenching or construction work in the right-of-way with local public work departments or other appropriate agencies.

Central Monitoring and Control System

Specifications for the central monitoring and control system are as follows:

- The central monitoring and control system shall allow only authorized personnel to operate all controls and all cameras connected to the system;
- The central monitoring and control system shall be a digital control and microprocessor-based system capable of automatically routing video signals from a requested camera position to a specified monitor;
- The system shall accommodate up to 32 camera inputs and will support, at a minimum, six (6) monitor outputs;
- The system shall be self-contained with its own on-board central processing unit (CPU) so as not to require a “host computer” to operate;
- The system will be equipped with an RS232 port;
- Control of the system shall be accomplished by its own built-in keypad or by an external keypad;
- Manual and sequential switching, between cameras shall be supported, including ascending order and random order switching;
- Switching modes will include salvo or zone switching. Each salvo can have a unique combination of camera, monitor, and preset position;
- The system shall provide the ability to program “tours” for each camera, directing it to move to a series of preset positions at a designated speed, time sequence, and duration, and being able to take time stamped “snapshots” or storing video clips automatically at each preset view position;
- The date, time and location shall be stamped on each recorded image frame;
- The date and time shall be sync to a central time to provide consistency;
- Each camera and each monitor shall be capable of having a 20-character title;
- Pan/Tilt/Zoom control shall be accomplished using a RS422 Receiver keypad or joystick control;
- The system shall provide full controls for the selection of an individual camera to be viewed, and provide search and play back function for recorded video;
- Camera controls shall allow for manual focus, manual brightness, manual contrast, and manual backlighting;

- The system shall include industry-standard software that will allow users to search recorded video by camera, date and time;
- The Contractor shall supply two 20 inch flat-screen monitors connected to the central monitoring and control system;
- Monitors shall be configured to view up to 16 cameras per screen;
- Each monitor shall display in color and have high resolution of 480 lines or better;
- Each monitor shall be **National Television System Committee** (NTSC) compliant;
- Each monitor shall provide video-in and video-out with RCA or BNC connections;
- The monitoring and control system shall be located at a location to be determined by Lake County staff.

Recorder/Multiplexer Requirements

Specifications for the recorder/multiplexer system are as follows:

- The digital recorder/multiplexer shall be one or a series of digital video recorders (DVRs) and software utilizing an optimized Moving Picture Experts Group (MPEG-4) compression algorithm;
- The DVRs shall also offer features including 16-camera simultaneous digital video display and record input channels, a convenient and secure user interface, rack mount case design, composite and digital video outputs, hard disk MPEG-4 storage, floppy disk Joint Photographic Experts Group (JPEG) portable storage, Local Area Network (LAN) connectivity, Wide Area Network (WAN) and Internet connectivity, integrated Graphical User Interface (GUI), and a built-in intelligent Uninterruptible Power Supply (UPS);
- Each DVR shall be a 120 VAC/60 Hz unit;
- Each DVR shall use a minimum 120 Gigabyte hard drive capable of continuous 16-channel recording at a minimum 30 frames per second for approximately 7 days before it overwrites in a First In, First Out format;
- Each DVR shall have a minimum of 16 video inputs;
- Each DVR shall have a key locked security panel containing all necessary controls and indicators to setup and operate the system;
- Each DVR shall have a VGA video output where all digital video shall be displayed in addition to providing the full software user interface;
- Each DVR shall include on-screen support of pan-tilt-zoom type camera drives and focus, iris and preset camera functions;
- Each DVR shall offer a full multi-user authorization login application;
- All image recording shall have authentication to prevent image tampering;
- Each DVR shall have a built-in UPS power conditioner capable of intelligent power management and safe shutdown during power outages;

- Each DVR shall be capable of creating copies of the recorded data on to CD, DVD, video tape, or PC hard drives;
- The system shall allow simultaneous viewing, recording, and playback; and
- The recorder/multiplexer station shall be located at a location to be determined by Lake County staff.

Wire and Connections

Specifications for connectivity between cameras and central monitoring station are as follows:

- Each camera shall be connected to the central location via fiber optics;
- To insure proper connection, only two or three splices will be allowed from one end of the fiber (e.g., camera) to the other (central location).

Maintenance of Transit System Infrastructure Items

This solicitation and the resulting contract award require vendor provision and installation of a wide array of equipment and related services/software intended to support the County's public transportation system. In addition to the stated turnkey "provide and install" requirements, the County may choose to require that the awarded vendor provide long term support and maintenance on a single point-of-contact basis in support of all individual components and all systems provided under the contract. It is specifically noted that if the County chooses this option, the responding vendor will be the party responsible for the satisfactory performance of any equipment or software item or system, to include single point-of-contact responsibility for resolution and correction of any performance issue during any designated third party warranty period.

To this end, the responding vendor shall provide, as part of their initial proposal, a comprehensive maintenance and support plan. The plan shall, as a minimum, include:

- a. A list of all equipment and systems, provided by or through the awarded vendor, whose operational performance after acceptance is fully warranted (repair/replacement at no cost to the County) by the awarded vendor or a third party manufacturer or dealer. The list shall identify the specific party providing the warranty and shall include a statement defining the duration of such warranty coverage for each listed equipment item or system, and a statement defining how continuing service, to include preventative maintenance and actual item/system repair, will be provided after conclusion of the stated full warranty period.
- b. A list of equipment and systems that do not fall within the scope of paragraph "a" above, with a description of how service, to include preventative maintenance and actual item/system repair, will be provided in the event of performance failure of any listed item or system.

The responding vendor is required to provide fixed annual pricing for full system maintenance support on a turn-key single-point-of-contact basis with such support to be paid in arrears on a monthly basis for the first five years after the system as a whole is accepted. Pricing for further optional years of service is desired as well. The format for such pricing input is as set forth in the Pricing Section of this solicitation.

The responding vendor is invited to provide alternate pricing or organizational structures that maintain the turn-key single point-of-contact maintenance structure required by the County.

Responding vendors are advised that the maintenance structure and pricing will be considered during the award and evaluation process. However, the County retains the right and option to seek and secure third party maintenance services anytime after expiration of the initial warranty periods.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” are equivalent in this RFP and indicate an essential requirement or condition, the material deviation from which may not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this RFP’s mandatory requirements. The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions or requirements, but are permissive in nature.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest.
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal opening date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder’s facsimile number.

Procurement Services may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer’s responsibility to ensure receipt of all addenda and any accompanying documentation. The proposer is required to submit with its proposal a signed “Acknowledgment of Addenda” form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers’ Responsibilities

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the proposer.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

Changes to Proposal - Prior to the scheduled proposal closing, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal closing date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative for the solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal closing date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest

payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF PROPOSALS

- A. The Proposal Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Request for Proposal when it is in the best interest of the County.

3.5 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. The Director of Procurement Services will decide all tie proposals with initial preference being given to the entity employing the most personnel residing within the County.
- G. Award of the contract resulting from this solicitation may be

predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

3.6 CONTRACT EXTENSION

The County reserves the unilateral right to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.7 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.8 ESTIMATED QUANTITIES

Estimated quantities or dollar values are for proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use these estimates to determine the proposer selected for award. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.9 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.10 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion at the same prices, terms and conditions.

3.11 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

3.12 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all laws, ordinances, and regulations applicable to provide the goods and/or services specified in this solicitation. The vendor shall be familiar with all federal, state and local laws that may affect the goods and/or services offered.

3.13 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.14 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

3.15 DELIVERY

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

3.16 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.17 INDEMNIFICATION

The vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.18 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

3.19 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.20 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of

such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.22 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.23 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.24 ACCESS TO RECORDS

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

3.25 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of proposal submittal will be available for public inspection after the proposal closing date in compliance with Chapter 119 of the Florida Statutes (the "Public Record Law"). The proposer shall not submit any information in response to this solicitation, which the proposer considers to be proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any protection which would otherwise be available to the proposer unless such information is exempt or confidential under the Public Records Act.

3.26 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.27 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract agreement. By submitting a proposal, the proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

3.28 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.29 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this RFP shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.30 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a proposal in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a proposal in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.31 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this RFP. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.32 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.33 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.34 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.35 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

RFP TITLE: INTEGRATED INTELLIGENT TRANSPORTATION SYSTEM (ITS)

NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your RFP shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this RFP:</p> <p style="text-align: center;">Addendum #1, Dated: _____</p> <p style="text-align: center;">Addendum #2, Dated: _____</p> <p style="text-align: center;">Addendum #3, Dated: _____</p> <p style="text-align: center;">Addendum #4, Dated: _____</p>
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this RFP.</p>

PRICING SECTION

**SUBMIT PROPOSED COSTS / FEE SCHEDULE OF TURN-KEY SYSTEM
AS SPECIFIED INCLUDING MAINTENANCE COSTS**

(Fee schedule shall include description of completion phases of project.)

Draft pricing section for the turn-key annual fixed price paid monthly approach:

- | | | | | | |
|-----------------------------|--------------|----------|------------|----------|--------------|
| 1. Full support, year one | 12 months at | \$ _____ | per month, | \$ _____ | for the year |
| 2. Full support, year two | 12 months at | \$ _____ | per month, | \$ _____ | for the year |
| 3. Full support, year three | 12 months at | \$ _____ | per month, | \$ _____ | for the year |
| 4. Full support, year four | 12 months at | \$ _____ | per month, | \$ _____ | for the year |
| 5. Full support, year five | 12 months at | \$ _____ | per month, | \$ _____ | for the year |

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Please certify whether the bidder will accept payment processed through the County’s VISA- based electronic payment system: Yes No (Check one)

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or executive of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:	
Firm Name:	_____
Street Address:	_____
Mailing Address (if different):	_____
Telephone No.:	_____ Fax No.: _____ E-mail: _____
FEIN No. _____ - _____	Prompt Payment Terms: _____ % _____ days, net _____
Signature:	_____ Date: _____
Print Name:	_____ Title: _____
Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
Vendor awarded as:	
<input type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official:	_____ Date: _____
Printed name:	_____ Title: _____
Purchase Order Number assigned to this contract for billing purposes: _____	

THE FOLLOWING DOCUMENTS ARE ATTACHED

- Attachment 1: Work References**
- Attachment 2: Similar Projects Form**
- Attachment 3: Federal Funding Clause Set**

ATTACHMENT 1
WORK REFERENCES

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

ATTACHMENT 2

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. **(This form may be reproduced.)**

<u>Project Name, Entity Name, Address & Location</u> 	<u>Contact Person:</u>
Completion Date (Actual or Estimated) _____ Project Cost: \$_____	<u>Title:</u> <u>Telephone Number</u>
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). 	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u> 	

ATTACHMENT 3

LAKE COUNTY, FLORIDA

FEDERAL FUNDING CLAUSE SET
FOR FTA GRANT OR STIMULUS PROGRAM

(Goods, Services and Construction)

Last Revision Date: 12 Jan 10

Note: any conflict between this clause set and any terms and conditions set forth in the specific solicitation and any resulting contract shall be resolved in favor of this clause set.

TABLE OF CONTENTS

Section A. - Federally Required and Other Model Contract Clauses

1. Buy America Requirements (Certification required for contracts > \$100,000) (applicable and attached)
2. Energy Conservation Requirements (applicable and attached)
3. Clean Water Requirements (applicable and attached)
4. Lobbying (Certification required for contracts > \$100,000) (applicable and attached)
5. Access to Records and Reports (applicable and attached)
6. Federal Changes (applicable and attached)
7. Clean Air (applicable and attached)
8. Recycled Products (applicable and attached)
9. No Government Obligation to Third Parties (applicable and attached)
10. Program Fraud and False or Fraudulent Statements and Related Acts (applicable and attached)
11. Termination (applicable and attached)
12. Government-wide Debarment and Suspension (Non-procurement) (applicable and attached)

13. Civil Rights Requirements (applicable and attached)
14. Breaches of Contract and Dispute Resolution (applicable and attached)
15. Disadvantaged Business Enterprises (DBE) (applicable and attached)
16. State and Local Law Disclaimer (applicable and attached)
17. Incorporation of Federal Transit Administration (FTA) Terms (applicable and attached)

Section B: Attachments: Certifications That Require Specific Entries to be completed and returned with Bid/Proposal Response

Attachment B.1: Buy America Certification

Attachment B.2: Certification Regarding Lobbying

Attachment b.3: Disadvantaged Business Enterprise (DBE) Program Forms 1 and 2

1. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j) 49, FR Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flow Down

The Buy America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

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

NOTE: THE BUY AMERICA CERTIFICATION (required for contracts greater than \$100,000) is to be found as Attachment B.1 to this clause set

2. ENERGY CONSERVATION REQUIREMENTS

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

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their sub-agreements at every tier.

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

3. CLEAN WATER REQUIREMENTS**33 U.S.C. 1251****Applicability to Contracts**

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

Flow Down

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

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

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

PROVISIONS 8 AND 9: SEE TABLE OF CONTENTS**4. LOBBYING****31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20****Applicability to Contracts**

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

Flow Down

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

Mandatory Clause/Language

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

NOTE: SEE ATTACHMENT B.2 FOR CERTIFICATION REGARDING LOBBYING

5. ACCESS TO RECORDS AND REPORTS

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

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down

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

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

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

5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

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

4. Where any Purchaser which is the FTA Recipient or a sub-grantee 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)l) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.390X11).

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

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)			Yes, if non-competitive award or if funded thru ²	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts	None unless ¹		5307/5309/5311			

above \$100,000 / Capital Projects	non-competitive award					
II Non State Grantees	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes ³		Yes	Yes	Yes	Yes
b. Contracts above \$100,000 / Capital Projects						

Sources of Authority: ¹ 49USC5325 (a), ² 49 CFR 633.17, ³ 18 CFR 18.36(l)

6. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

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

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (7) dated October, 2000) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

7. CLEAN AIR

42 U.S.C. 7401 et seq, 40 CFR 15.6, 49 CFR Part 18

Applicability to Contracts

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

Flow Down

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

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

report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

8. RECYCLED PRODUCTS

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

Applicability to Contracts

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

Flow Down

These requirements flow down to all contractor and subcontractor tiers.

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

9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

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

No Obligation by the Federal Government.

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

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in

part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

AND RELATED ACTS

1 U.S.C 380 1 et seq. , 49 CFR Part 31, 18 U.S.C. 1001, 49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

11. TERMINATION

49 U.S.C. Part 18, FTA Circular 4220.1D

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with

nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

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

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

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

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

c. **Opportunity to Cure (General Provision)** Lake County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate period of time, not less than ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Lake County's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from Lake County setting forth the nature of said breach or default, Lake County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Lake County from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

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

e. **Termination for Convenience (Professional or Transit Service Contracts)** Lake

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 Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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

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

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Lake County may terminate this contract for default. Lake County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

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

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

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

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with

damages under this clause if-

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

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

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

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

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

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

If the termination is for the convenience of Lake County, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

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

12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Order 12549

Applicability to Contracts

Executive Order 12549, as implemented by 49 CFR Part 29, prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. As part of their applications each year, recipients are required to submit a certification to the effect that they will not enter into contracts over \$100,000 with suspended or debarred contractors and that they will require their contractors (and their subcontractors) to make the same certification to them.

Flow Down

Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both contractors and subcontractors and contracts and subcontracts over \$100,000.

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Lake County may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to Lake County if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Lake County for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the

proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Lake County.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Lake County may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

13. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623; 42 U.S.C. § 2000; 42 U.S.C. § 6102; 42 U.S.C. § 12112;

42 U.S.C. § 12132; 49 U.S.C. § 5332; 29 CFR Part 1630; 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

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

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

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

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

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

14. BREACHES AND DISPUTE RESOLUTION**49 CFR Part 18, FTA Circular 4220.1D****Applicability to Contracts**

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

Flow Down

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

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Lake County. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Lake County Project Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Lake County Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

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

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

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**49 CFR Part 26**

The requirements of this section apply to this specific procurement action. The Lake County Board of County Commissioners has established, and maintains, a specific Disadvantaged Business Enterprise

Program requiring responding vendors make a best faith effort to comply with an established percentage goal of total FTA funds to be expended with DBE firms.

The following clauses apply to all DBE Program-related County purchases completed via separate solicitation and supported by FTA or Stimulus-related funds:

1. The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
2. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment the prime contract receives from LCBCC. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the LCBCC. This clause applies to both DBE and non-DBE subcontracts.
3. The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the LCBCC to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements sated in the solicitation.. These requirements apply to all responding vendors, including those who qualify as a DBE. A DBE contract goal of 14.6% has been established for this contract. The responding vendor shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The responding vendor will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the responding vendor's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

Note: Attachment B.3 contains certifications associated with the DBE Program that must be submitted in conjunction with bidder-proposer responses to the instant solicitation.

16. STATE AND LOCAL LAW DISCLAIMER

Applicability to Contracts

This disclaimer applies to all contracts.

Flow Down

The Disclaimer has unlimited flow down.

State and Local Law Disclaimer - The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law.

17. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**FTA Circular 4220.1D****Applicability to Contracts**

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.ID, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Lake County requests which would cause Lake County Transit to be in violation of the FTA terms and conditions.

ATTACHMENT B.1: BUY AMERICA CERTIFICATION

(Required for contracts greater than \$100,000)

1. Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j) (l)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(l) and the applicable regulations in 49 CFR Part 661.

Signature: _____ Title: _____

Company Name: _____ Date: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j) (l)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) O), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j) (2) (B) or G) (2) (D) and the regulations in 49 CFR 661.7.

Signature: _____ Title: _____

Company Name: _____ Date: _____

2. Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j) (2) (C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j) (2) (C) and the regulations at 49 CFR Part 661.

Signature: _____ Title: _____

Company Name: _____ Date: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j) (2) (C)

The vendor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (2) (C), but may qualify for an exception pursuant to 49 U.S.C. 5323G) (2) (B) or (j) (2) (D) and the regulations in 49 CFR 661.7.

Signature: _____ Title: _____

Company Name: _____ Date: _____

ATTACHMENT B.2: CERTIFICATION REGARDING LOBBYING

APPENDIX A, 49 CFR PART 20-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

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

Signature of Contractor's Authorized Official: _____ Date: _____

Printed Name and Title of Contractor's Authorized Official: _____

ATTACHMENT B.3

FORM 1 AND 2 FOR DEMONSTRATION OF GOOD FAITH EFFORTS

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror’s firm: _____

State Registration No.: _____

By: _____

(Signature)

(Title)

FORM 2: LETTER OF INTENT

Name of bidder/offeror’s firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By : _____

(Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)