



**LAKE COUNTY**  
FLORIDA

**REQUEST FOR PROPOSAL (RFP)**

**TRANSPORTATION OPERATOR**

**Lake County Public Transportation Fixed Route and Para-Transit Program**

<b>RFP Number:</b>	<u>17-0202</u>	<b>Contracting Officer:</b>	<u>B. Schwartzman</u>
<b>Proposal Due Date:</b>	<u>October 28, 2016</u>	<b>Pre-proposal Conf.</b>	<u>October 13, 2016</u>
<b>Proposal Due Time:</b>	<u>3:00 PM</u>	<b>RFP Issue Date:</b>	<u>September 27, 2016</u>

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<b>SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:</b>	
Proposal and/or Performance Bond:	Section 1.9
Certificate of Competency/License:	Not applicable
Indemnification/Insurance:	Section 1.8
<b>MANDATORY</b> Pre-Proposal Conference:	Section 1.4

**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 thirty (30) calendar days after the due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the 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 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**

<b>Company Name:</b>	_____	<b>Phone Number:</b>	_____
<b>E-mail Address:</b>	_____	<b>Contact Person:</b>	_____

**Section 1.1: Purpose**

The purpose of this solicitation is to establish a contract for various services in support of Lake County's Lake County Connection, ADA/Transportation Disadvantaged (TD) paratransit service and the County's fixed route service (LakeXpress). Such services shall be in compliance with all relevant requirements directed by the Federal Transit Administration (FTA), the Florida Department of Transportation (FDOT) and Lake County itself, and any associated funding partners. The services to be provided by the selected vendor are generally described as the provision of operations of the transit program including drivers, and completion of all scheduling and reporting required to successfully perform the public transportation function; and, at the County's option, full maintenance of all associated transit vehicles. The County will provide all vehicles to be used in direct support of the LakeXpress and Lake County Connection. The County will also provide all associated fuel cards, (unless the vendor proposes an alternative fueling option), and all associated vehicle maintenance services other than those specifically assigned to the vendor within the Statement of Work.

Vendors are advised that the County serves in the capacity of Community Transportation Coordinator (CTC), and that support to the Transportation Disadvantaged Program excludes any services provided by coordinator agreements, as authorized by Chapter 427, Florida Statutes, and more fully described in Rule 41-2 of the Florida Administrative Code.

Vendors are further advised that the County maintains a Small and Disadvantaged Business Enterprise (DBE) Policy and Procedure that involves a best effort-based goal for participation by such businesses that reply to this solicitation. The current goal is 12.4%. Solicitation provision 1.20 provides additional detail in this regard.

Pricing shall be entered in the pricing form in Section 4 of this RFP. For the maintenance function (Pricing Section B), in addition to hourly labor rates and other stated unit pricing, the vendor shall be paid a firm fixed flat rate facilities maintenance management fee to perform all other services outlined in the RFP not specifically covered under the Pricing Section B labor rates and other unit pricing.

Under this contract, vendors must comply with the requirements for testing all safety sensitive employees, including anyone driving the County's revenue service vehicles (i.e. mechanics, technicians, cleaners), under the USDOT/FTA drug and alcohol regulations (49 CFR Part 40 (DOT) and 49 CFR Part 655 (FTA)).

**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. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Barnett Schwartzman, Procurement Services Manager  
Lake County BCC, Procurement Services  
315 W. Main Street, Room 441

PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9839 Fax : 352.343.9473 E-mail: bschwartzman@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, which are listed in order of descending importance:

1. Relative volume and quality of similar work that has been provided for other public and private entities;
2. Comparable experience and background of the specific personnel to be assigned to the team that shall serve the County. There will a specific emphasis placed on the relative experience and credentials of the proposed on-site general manager.
3. Proposed materials and plans to accomplish task.
4. Proposed costs / fee schedule.
5. Reports from direct and indirect references.
6. Other relevant criteria such as experience with Route Match Scheduling Software, and capability to support and/or comply with Disadvantaged Business Enterprise (DBE) and related small business participation goals (see further detail in this regard at provision 1.20 of this solicitation).
7. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.

Vendors are advised that the County evaluation will be structured to ascertain and judge:

- the breadth of the company’s other transit contracts and any company-wide programs that would be made available to support the effort,
- the vendor’s experience in delivering safety in operations.
- the vendor’s experience in delivering excellence in customer service,
- the vendor’s degree of commitment to the existing workforce,
- the extent of the applicable resources available to the vendor, and
- the service methods proposed by the responding vendor.

**Section 1.4: Mandatory Pre-Proposal Conference**

A mandatory pre-proposal conference, followed by a recommended but non-mandatory site visit, will be held on October 13, 2016 starting at 9:00 am local time at the County Administration Building, 315 West Main Street, Tavares, Florida, in the County Commission Chambers. All potential vendors are required to have a representative attend this conference to enhance their understanding of the County’s

requirements and to submit a proposal. Vendors are required to print and bring a copy of the solicitation with them to this conference as copies will not be available.

### **Section 1.5: Term of Contract: Three (3) Years**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for three (3) years. Pricing for the second and third year of the initial contract term are subject to CPI adjustments as described in provision 1.6 below.

### **Section 1.6: Option to Renew: Four (4) Option periods of One (1) Year Duration Each**

The County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to the completion of each exercised term of this contract, the vendor shall be notified in writing of the County's intent to renew. At that time, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)). It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

### **Section 1.7: Method of Payment**

Payment will be made as dictated in the Scope of Work, primarily on a monthly basis, but with repair invoices submitted upon completion and acceptance of each individual repair effort. Failure to submit invoices in the prescribed 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.

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month to the County user department(s). The invoices shall reflect the monthly fixed flat fee and charges for service performed in the prior month, whether the piece of equipment or vehicle was picked up by authorized County personnel or delivered to the County by the vendor. In addition to the general invoice requirements set forth below, the invoices shall contain the contract and/or purchase order number, date and location of delivery or service, vehicle number, and confirmation of acceptance of the goods or services by the appropriate County representative (i.e. delivery ticket signed by an authorized representative of the County at the time the items were delivered and accepted.) Advance payments are not authorized. Payment will be made only for actual services and/or repairs that have been received.

Vendor shall submit invoices free of mathematical errors and/or missing supporting documentation. Upon finding an error and/or missing documentation, the County will return the invoice to the Vendor. Vendor shall promptly resubmit the revised invoice to the County. Failure to identify an error does not waive any of the County’s rights.

**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	\$5,000,000/5,000,000
Products-Completed Operations	\$5,000,000
Personal & Adv. Injury	\$5,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

The following additional coverages must also be provided:

Garage Liability at coverage value:	\$1,000,000
Garage Keepers on a Direct Primary basis at coverage value:	\$1,000,000
Each Auto	\$500,000
Each Occurrence	\$5,000,000

The policy must be endorsed to include the following additional insured language: “Lake County is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor”.

**SECTION 1 – SPECIAL TERMS AND CONDITIONS**

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

Combined Single Limit	\$5,000,000
Uninsured Motorist/Under-Insured Motorist Liability:	
- Per Person Limit	\$1,000,000
- Per Accident Limit	\$1,000,000

The policy must be endorsed to include the following additional insured language: “Lake County is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor, including automobiles owned, leased, hired or borrowed by the Vendor”.

Vendor may use Garage Liability insurance policy in place of the commercial general and automobile liability policy requirement, as long as that insurance provides at a minimum coverages and limits listed above in the insurance requirements.

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	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The policy must cover, but not be limited to: 1) Coverage for third party claims and losses with respect to network risks and invasion of privacy, 2) Crisis management and identify theft response costs; 3) Cyber extortion; 4) Computer fraud coverage, and 5) Funds transfer loss.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

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 thirty (30) 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.

The Vendor is required to provide a copy of the all policy endorsement(s) providing the required coverage and notification provisions prior to execution of the final contract.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/SOLICITATION) 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 sub vendor 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**

The vendor to whom a contingent award is made shall duly execute and deliver to the County a Performance and Payment Bond in an amount equal to 100% of the current year value of the proposed contract. This bond shall be executed to secure fulfillment of all the Vendor's obligations under such contract. This bond shall be adjusted annually to reflect the current year's contract value and shall remain in effect for the duration of the contract. The completed form shall be delivered to the County within fifteen (15) calendar days after formal notice of award. If the vendor fails to deliver the performance and payment bond within this specified time, including granted extensions, the County shall declare the vendor in default of the contractual terms and conditions, and the County shall not accept any offer from that vendor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, and listed as a company currently authorized under 31 CFR Part 223 as possessing a Certificate of

Authority as described ([http://www.ecfr.gov/cgi-bin/text-id.x?SID=49f7786aa0e08aea07e1471656e6e74d&tpl=/ecfrbrowse/Title31/31cfr223\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-id.x?SID=49f7786aa0e08aea07e1471656e6e74d&tpl=/ecfrbrowse/Title31/31cfr223_main_02.tpl)).

The following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey shall pertain:

<u>Bond Amount</u>	<u>Best Rating</u>
\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII
\$5,000,001 to \$10,000,000	A VIII
Over \$10,000,000	A IX

B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall apply.

C. For contracts in excess of \$500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years on the Treasury List, or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County as long as the funds are being held by the County.

F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

#### **Section 1.10: Completion/Delivery**

All assigned effort shall be completed as specified in Section 2, Statement of Work.

#### **Section 1.11: Acceptance of Goods or Services**

The services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the vehicle/equipment 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.

Vehicles and equipment serviced under this contract may be tested and/or inspected for compliance with specifications prior to being accepted by the County. In the event that any aspect of the 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, or obtain a full credit for the unacceptable services. 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 services that do not conform to the contract specifications.

In addition, any services deemed to be defective or unacceptable, or which are 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 vendor. 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 vendor 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 seven (7) 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 ten (10) 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**

As specified in Section 2, Statement of Work.

#### **Section 1.13: 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 Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. 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 due date of the solicitation.

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 441  
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  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

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

#### **Section 1.14: Completion Requirements**

**One (1) original proposal, three (3) complete copies of the proposal, and one (1) complete copy on electronic media (CD, jump drive)** submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due 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.

When you submit your proposal, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Request for Proposal. When provided, use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the proposal must initial the change. The proposal shall be manually signed in **BLUE INK** by an official authorized to legally bind the vendor to its provisions.

COMPLETION OF PROPOSAL PACKAGE: The vendor shall complete all required entries in Section 4 of the pricing form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Proposal 14-0627." Do not indicate bid prices on literature.

Specific Completion Directions: To simplify evaluation and review of the proposals, the following items shall be included and submitted in the order shown and labeled as noted. Additional information the Vendor wishes to include may be submitted at the end of the proposal under a Tab labeled, "Additional Information."

**Tab A.** Submit the cover page of the RFP document with the bottom portion completed.

**Tab B.** Statement of Interest – to be submitted on the firm’s letterhead and include the following:

1. Concisely state the firm’s understanding of the services required by the County.
2. A statement that the firm is financially stable and has 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.
3. Provide information on the nature, magnitude, and outcome of any litigation proceedings for the previous three (3) years where a court or administrative agency has ruled for or against you or your organization or a statement that there has been no litigation against the firm for this period.
4. The signature on the statement shall be that of a person authorized to represent and bind the firm.

**Tab C.** Pricing/Certifications/Signature: Complete Section 4 of this solicitation and include all pricing, to include the required cost detail regarding the fixed fee maintenance value proposed by the vendor (see further direction in the pricing tables in Section 4 of this RFP). Also provide herein the completed versions certifications B.1 through B.5 included in the Federal Transit clause set at Attachment 11.

**Tab D.** References (Attachment 1). Complete and submit a minimum of six (6) references for whom similar work has been performed within the last ten (10) years. Please ensure that the contact given for each reference is someone with direct experience working with your firm and who can speak to the quality of work and performance by your firm.

**Tab E.** Vendor Profile Form (Attachment 2). Complete and attach a copy of the firm’s license to practice business in the state of Florida.

**Tab F.** Proof of Insurance. Submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements in Section 1.8.

**Tab G.** Personnel. Provide a list of personnel by job description that would perform any type of work on the County’s transit vehicles and attach copies of each person’s current certifications or licenses. For each person, include number of years’ experience and training/education. This also includes the Vendor’s employee incentive programs for safety, driver recruitment, and similar related documents. See Attachment 12 for specific minimum qualifications for all personnel for Maintenance and Operations.

**Tab H.** Subcontractors. Provide a list of any proposed subcontractors that may be used under the contract or a statement that no subcontractors will be used. Include towing vendors that will be used under the contract in this section.

**Tab I.** Emergency Plan. Provide a summary of the emergency response plan for 1) the vendor’s facility in the event of hazardous material spills, and 2) in a declared emergency when the County

is required to evacuate citizens using the transit vehicles. See Attachment 12 for specific requirements

**Tab J.** Maintenance Plan & Preventive Maintenance Plan. Provide a proposed Maintenance Plan. See Attachment 12 for specific requirements

**Tab K.** Safety Program & Safety Record. Provide a copy of the vendor's Safety Record and Safety Program for the Maintenance and Operations under the Contract.

**Tab L.** Security Program. Provide a synopsis of the vendor's security plan and program as described in Section 12.8.

**Tab M.** Facility Information & Plan. The vendor shall be responsible for providing the facility for Operations and maintenance activities under the Contract. Provide information regarding the proposed operations and maintenance site(s). See Section 12.8.

**Tab N.** Alternate Fuel Program. The County currently utilizes credit cards at retail outlets throughout the County. Vendors may propose other bulk fueling options. See Section 12.8 for further information.

**Tab O.** Vehicle Rehabilitation Plan. Vendor shall be responsible for bringing existing transit revenue and non-revenue service vehicles up to proper performance and industry standards. Include a proposed plan as discussed in Section 12.5.

**Tab P.** Information Management System (IMS). The County has a current IMS system it uses for tracking and reporting purposes. Vendors are requested to propose a computerized IMS system which the County may elect to use instead of its current system. See Section 12.8 for additional information.

**Tab Q.** Cleaning Program/Policy. Include a description of the proposed Bus Cleaning Program. See Section 12.8.

**Tab R.** Parts/Equipment Program/Policy. Include a description of the firm's parts and equipment program, including procurement procedures for purchasing parts and equipment as needed. Include information regarding current parts/equipment supplier contracts or relationships. See Section 12.8 for more information.

**Tab S.** Training, Coaching & Counseling (Disciplinary) Program. Provide a description of the firm's training program to include intervals/schedule and by position type (i.e; Customer Service, Bus Operators, etc.) and also training delivery method (i.e. web portal, classroom, etc.) This Tab should also include a separate section for the Bus Operators Training & Retention Program identified in Attachment 12. See Section 12.6 for additional information.

**Tab T.** Sample Vehicle Delivery/Pickup Form and Sample Vehicle Acceptance Form. See Section 12.9 for information regarding these forms.

**Tab U.** Transition Management Plan. Provide a description of how the Vendor proposes to meet the requirements of Section 12.5 Service Transition and Operations.

**Tab V.** Sampling Methodology for On-Time Performance. Vendor shall provide their sampling methodology for On-time-Performance.

**Tab W.** Drug & Alcohol Procedures & Policy. Include the proposed Drug & Alcohol Program and Policy for all employees and the operation.

**Tab X.** Information Technology System (ITS) and Telecommunications Plan. Vendor shall include a plan to coordinate and manage ITS and provide Telecommunications services to support the Contract based on Attachment 12. This will also include the telephone answering system and technology proposed (hardware and software for office and maintenance administration); Information Management System for maintenance.

**Tab Y.** Service Adjustment Policy & Procedures. Standards and conditions for service adjustments and accompanying types of schedule and route changes (i.e modified, emergency, holiday schedules, etc).

**Tab Z.** Forms. Non-Revenue Vehicle Usage Form. Outline of non-revenue vehicle data and form.; Dispatch Log; Essential Personnel Agreement Form; Sample Employee Roster (Refer to Figure 3 in Attachment 12); Bus Operator Daily Report of Issues, Concerns or Recommendations; DVI

**Tab AA.** Revenue Vehicle Assignment Plan. (Sample due with proposal, actual version due 60 DAYS after award). Proposed service plan and schedule of revenue vehicle assignment to routes (Fixed-Route) and trips (ADA/TD)

**Tab BB.** Background Screening Policy & Process. Detailed description of employee and sub-contractor background screening process and standards.

**Tab CC.** Customer Service Training Program: Customer Service Representative/Reservationist Manual and SOP. Sample scripts for all Customer Service training must be provided with the initial proposal, actual version due 60 DAYS after award.)

**Tab DD.** Trip Scheduling Operating Procedure. Standard and process for Scheduling ADA/TD Trips.

**Tab EE.** Uniform Policy. Vendor-proposed uniform policy with images of all employee uniforms (administrative and operations).

### **Section 1.15: Additional Services**

Although this solicitation and resultant contract identifies specific services to be performed, it is hereby agreed and understood that services may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendors under this contract shall be invited to submit price quotes for additional services. The County may obtain price quotes for the additional services from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendor, or for other reasons at the County's discretion.

### **Section 1.16: Background Screenings**

As specified in Statement of Work (Attachment 12).

### **Section 1.17: Competency of Vendor 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-vendor 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-vendor 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 1.18: 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 Federal Transit Administration (FTA), Federal Motor Carriers Safety Administration (FMCSA), the Florida Department of Transportation (FDOT), Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

#### **Section 1.19: Cost Estimates for Each Project (Applicable to vehicle maintenance/repair efforts other than fixed price PM efforts.)**

The vendor(s) shall be required to submit a written estimate on each prospective repair effort under this contract before a work order or other County authorization for that specific effort is issued. The estimate must reflect the regular hourly wages for each classification represented in this contract, and the percentage discounts or mark-ups for materials and equipment that were quoted by the vendor on its initial offer or the most current contract pricing. The estimate shall be itemized by the number of work hours per classification, and by the cost of materials and equipment. Lump sum estimates shall not be accepted. The County reserves the right to award the project based on the lowest written estimate, or to reject all estimates when such action is determined to be in the best interests of the County, and obtain the required services from another source of supply.

#### **Section 1.20: Disadvantaged Business Enterprises (DBE)**

The requirements of 49 CFR Part 26, Regulations of the US Department of Transportation, apply to this contract. It is the policy of the County 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 a proposal. Award of this contract will be conditioned upon satisfying the requirements of this section. These requirements apply to all respondents, including those who qualify as a DBE. A DBE contract goal of 12.4% has been established for this contract. The responding firm 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 firm 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 each DBE firm will perform; 3) the estimated dollar amount of the participation of each DBE firm; 4)

written documentation of the responding firm'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 6) if the contract goal is not met, evidence of good faith efforts. The complete County DBE policy can be found at <http://www.lakecountyfl.gov/documents/policies/LCC-80.pdf>.

**Section 1.21: 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 1.22: Materials May be Maintenance Certified**

The County hereby agrees that materials supplied by the vendor in conjunction with this contract may be maintenance certified (re-manufactured, rebuilt, or re-conditioned) as long as they are warranted for merchantability, and carry a warranty equal to new products. 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, the County reserves the right to either (1) cancel the order and return such materials to the vendor at the vendor's expense; or (2) require the vendor to replace the materials at the vendor's expense. The vendor's supplier of maintenance certified equipment should be easily identifiable to the County.

**Section 1.23: Material Safety Data Sheet (MSDS)**

It is a vendor responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

**Section 1.24: Minimum Wages**

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government, including those enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**Section 1.25: Omission from the Specifications**

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

**Section 1.26: Presentations/ Post-Discussions**

A. The County, at its sole discretion, may ask any proposer to make an oral presentation and/or

product / service demonstration without charge to the County. The County reserves the right to require any proposer to demonstrate to the satisfaction of the County that the proposer has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the County, and the County shall be the sole judge of compliance.

B. The County may commence contract negotiations in accordance with the Method of Award provision specified elsewhere within this RFP. The County reserves the right to conduct discussions with any proposer(s) which have a realistic possibility of contract award to include any request for additional information, and any request for "best and final" offers.

C. Proposers are cautioned not to assume that they will be asked to make a presentation or asked for a "best and final" offer and should include all pertinent and required information in their original proposal package.

#### **Section 1.27: Risk of Loss**

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

#### **Section 1.28: Special Notice to Vendors Regarding Federal and/or State Requirements (Also see Attachment 11, Federal Funding Clause Set)**

This purchase action is being supported in whole or in part by Federal and/or State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation. 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, and throughout performance under the contract, at prime vendor and subcontractor levels. Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

#### **Section 1.29: Wage Increases Mandated by Governmental Agencies**

When any change in the basic wage rate to be paid to vendor employees being utilized under this contract is mandated by a governmental activity (e.g.; a change in the Federal Minimum Wage or other governmentally mandated wage structure, the vendor may submit a request for equitable adjustment. This adjustment request must be based strictly on the impact of the mandated change.

**SCOPE OF SERVICES**

The purpose of this solicitation is to establish a contract for various services in support of Lake County's Transportation Disadvantaged Program, the County's fixed route service for LakeXpress, and the ADA Complementary Services. Such services shall be in compliance with all relevant requirements directed by the Federal Transit Administration, Lake County itself, and any associated funding partners. The services to be provided by the selected vendor are generally described as the provision of operations of the transit program including drivers, and completion of all scheduling and reporting required to successfully perform the public transportation function; and full maintenance of all associated transit vehicles. The County will provide all vehicles to be used in direct support of the Transportation Disadvantaged and Fixed Route function. The County will also provide all associated fuel cards, unless otherwise agreed to, and all associated vehicle maintenance services other than those specifically assigned to the vendor within the Statement of Work. Vendors are advised that the County serves in the capacity of Community Transportation Coordinator (CTC), and that support to the Transportation Disadvantaged Program excludes any services provided by coordinator agreements, as authorized by Chapter 427, Florida Statutes, and more fully described in Rule 41-2 of the Florida Administrative Code. Vendors are further advised that the County maintains a Small and Disadvantaged Business Enterprise (DBE) Policy and Procedure that involves a best effort-based goal for participation by such businesses that reply to this solicitation. Solicitation provision 1.20 provides additional detail in this regard.

**NOTE: Nothing follows on this page. The full scope of work is provided as attachment 12 to this solicitation**

**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.

**Vendor:** 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” indicate an essential requirement or condition which may not be waived.

**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 vendor, 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 due 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. The Procurement Services office 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. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

**D. Contents of Solicitation and Proposers’ Responsibilities**

The proposer shall 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.

**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**

1. Changes to Proposal- Prior to the scheduled due date, 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.

2. 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 due 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. The 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 due 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.

**3.3 PREPARATION OF PROPOSALS**

- A. The 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 rejection of the proposal
- 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 proposers 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 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. 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. Any contract resulting from collusive bidding may be terminated for default.

**3.5 PROHIBITION AGAINST CONTINGENT FEES**

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

**3.6 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 County Attorney prior to submittal of a response 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.

**3.7 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.

**3.8 COUNTY IS TAX-EXEMPT**

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Vendors 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 vendor be authorized to use any of the County's Tax Exemptions in securing such materials.

**3.9 PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is

exempt or confidential under the Public Records Act.

**3.10 CANCELLATION OF SOLICITATION**

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

**3.11 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 vendor 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. Any tie situations will be resolved in consonance with current written procedure in that regard.
- 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.
- H. 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.

**3.12 GENERAL CONTRACT CONDITIONS**

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

**3.13 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.

**3.14 CONTRACT EXTENSION**

The County has the unilateral option 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. The 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 Procurement Services Manager.

**3.15 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.

### **3.16 ESTIMATED QUANTITIES**

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value 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 estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize 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.

### **3.17 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 to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

### **3.18 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 without change to the then current prices, terms and conditions.

### **3.19 LAWS, RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

### **3.20 SUBCONTRACTING**

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

### **3.21 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. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regard may result in termination of the contract for default.

### **3.22 RESPONSIBILITY AS EMPLOYER**

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

### **3.23 INDEMNIFICATION**

To the extent permitted by law, 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.

### **3.24 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.

### **3.25 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."

### **3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or 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.

### **3.27 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy 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 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.

### **3.28 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other 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 with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### **3.29 RIGHT TO AUDIT**

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Vendor 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 a minimum of three (3) years, or as required by Florida law, whichever is longer, 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. Additionally, VENDOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the VENDOR to the COUNTY in excess of one percent (1%) of the total contract

billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the VENDOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the VENDOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the VENDOR.

### 3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded vendor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the County to perform the services identified herein. 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the vendor or keep and maintain public records required by the County to perform the service. If the vendor transfers all public records to the County upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

### 3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation 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.

### 3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid 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 bid 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>).

### 3.33 PRIME VENDOR

The vendor awarded the contract shall act as the prime vendor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point

of contact with regard to meeting all requirements of the contract. 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 vendor to provide any insurance certificates required by the work to be performed.

### 3.34 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 revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

### 3.35 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.

### 3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract 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 contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

### 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.

### 3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

**RFP TITLE: Transit Vehicle Maintenance and Related Services**

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- 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.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- 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.**
- **If the vendor has questions regarding the applicability of Chapter 119, Florida Statutes, to the vendor’s duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**

**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: \_\_\_\_\_  
 Addendum #2, Dated: \_\_\_\_\_  
 Addendum #3, Dated: \_\_\_\_\_  
 Addendum #4, Dated: \_\_\_\_\_

**Part II:**

No Addendum was received in connection with this RFP.

**PRICING SECTION/FEE SCHEDULE**  
(also see excel version provided under attachment 13)

**Pricing Section A, General Operations**

TYPE OF SERVICE	Estimated Annual Quantity	Unit	Unit price	Extended Annual Price
<b><i>Fixed Route (Per Hour)</i></b>				
Item A.1: Large Bus ( 35' or larger) per revenue hour up to 34,000 hours	34,000	Hour	\$	\$
Item A.2: Large Bus (35' or larger) per revenue hour over 34,000 hours	150	Hour	\$	\$
Item A.3: Small Bus (less than 35') per revenue hour	5,000	Hour	\$	\$
<b><i>Deviated Fixed Route (Per Hour)</i></b>				
Item A.4: Large Bus (35' or larger) per revenue hour up to 200 hours	200	Hour	\$	\$
Item A.5: Large Bus (35' or larger) per revenue hour over 200 hours	40	Hour	\$	\$
<b><i>Paratransit/TD (Per Trip)</i></b>				
Item A.6: Small Bus (less than 35') per trip up to 90,000 trips	90,000	Trip	\$	\$
Item A.7: Small Bus (less than 35') per trip over 90,000 trips	5,000	Trip	\$	\$
<b><i>Stretcher Transport (Per Hour including up to two persons per vehicle)</i></b>				
Item A.8: Small Bus (less than 35') per revenue hour up to 500 hours	300	Hour	\$	\$
Item A.9: Small Bus (less than 35') per revenue hour over 500 hours	50	Hour	\$	\$
<b><i>Emergency-Related Stand-by</i></b>				
Item A.10: Emergency-related stand-by or non-scheduled trips per driver hour up to 100 hours (Excluding County-wide Emergency Events)	100	Hour	\$	\$
Item A.11: Emergency-related stand-by or non-scheduled trips per driver hour over 100 hours (Excluding County-wide Emergency Events)	20	Hour	\$	\$

<i>Case Worker- Optional Item</i>				
<i>Item A.12: up to 1,000 hours</i>	1,000	Hour	\$	\$

**Total Extended Annual Price for Pricing Section A: \$ \_\_\_\_\_**

**Pricing Section B, Vehicle Maintenance**

Provide pricing in the structure designated below based on vendor performance of all operational requirements set forth in the Statement of Work for vehicle maintenance.

In addition to rates for hourly labor and other unit pricing listed below, the vendor shall be paid a firm fixed flat rate facilities maintenance management fee (item B.1 below) to complete all maintenance functions and efforts related to the maintenance scope of services outlined in the RFP. This firm fixed flat fee shall include facility costs and all indirect maintenance-related labor beyond the categories and circumstances stated below. Examples of indirect personnel include, but are not limited to, a maintenance manager, customer service representative(s), parts manager and/or attendant, and all administrative personnel.

**NOTE: The vendor must provide a chart within their pricing response that lists the cost elements used to develop their price for item B.1 to include a listing of list of personnel covered under the stated rate and the hourly rates for those personnel. This fee and its related cost detail will be considered in the evaluation of proposals. Other than CPI adjustments, the flat fee will be adjusted only when the County dictates addition of specific indirect personnel categories.**

Item	Item Description	Estimated Quantity	Unit	Unit Price	Extended price
B.1	Monthly firm fixed flat rate fee as described above	12	Month	\$	\$
B.2	Markup percentage over direct cost for use of subcontractors	\$500,000	Percent	_____ %	\$
B.3	Markup percentage over direct cost for parts used in repairs	\$500,000	Percent	_____ %	\$
B.4	Inspection PM – B: Every 3,000 mile Minor preventative maintenance routine (all non-revenue and revenue gasoline vehicles and other buses)	403	Each	\$	\$
B.5	Inspection PM-B: Every 3,000 mile Minor preventative maintenance routine (all Gillig and gasoline revenue and non-revenue vehicles)	612	Each	\$	\$
B.6	PM-B: Every 5,000 mile Minor preventative maintenance routine (all diesel revenue and non-revenue buses and vehicles)	125	Each	\$	\$

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

RFP Number: 17-0202

B.7	Inspection PM- C: Every 5,000 mile Major Inspection (on all diesel revenue vehicles)	103	Each	\$	\$
B.8	Inspection PM-C: Every 3,000 mile Major Inspection (on all gasoline revenue vehicles)	403	Each	\$	\$
B.9	Inspection PM-C: Every 6,000 mile Major Inspection (on all buses and non-revenue vehicles)	306	Each	\$	\$
B.10	Inspection PM-D: 18,000 mile Major Inspection (Paratransit Cutaway Buses)	6	Each	\$	\$
B.11	Inspection PM–D: 75,000 mile Major Inspection (Gillig and similar Fixed Route Buses)	29	Each	\$	\$
B.12	Inspection PM D: 12,000 mile Major Inspection (all buses and non-revenue vehicles in fleet)	153	Each	\$	\$
B.13	Repair Labor: Crew Chief/Supervisor	1,680	Hour	\$	\$
B.14	Repair Labor: Mechanic I	3,360	Hour	\$	\$
B.15	Repair Labor: Mechanic II	5,040	Hour	\$	\$
B.16	Repair Labor: Technician I	1,680	Hour	\$	\$
B.17	Repair Labor: Technician II	1,680	Hour	\$	\$
B.18	Transit Vehicle Cleaner/Washer	1,000	Hour	\$	\$
B.19	Transit Vehicle Cleaner/Utility	2,000	Hour	\$	\$
B.20	Wash Crew Chief	1,200	Hour	\$	\$

**Total Extended Annual Price for Pricing Section B: \$ \_\_\_\_\_**

**Pricing Section C, Towing and Hiking Charges**

Item	Function	Est. Qty	Unit	Unit Price	Extended Price
C.1	Towing – Paratransit Vehicle per mile during regular (3:30a.m. to 9:30p.m.) hours	1350	Mile	\$	\$
C.2	Towing – Fixed Route Bus per mile during regular” (4:30a.m. to 9:30p.m.) hours	2000	Mile	\$	\$
C.3	Towing – Sedan, Other per mile during regular (5:30 am to 7:30 PM) hours	300	Mile	\$	\$
C.4	Towing – Paratransit Vehicle per mile outside regular (3:30a.m. to 9:30p.m.) hours	600	Mile	\$	\$
C.5	Towing – Fixed Route Bus per mile outside regular (4:30a.m. to 9:30p.m.) hours	1000	Mile	\$	\$
C.6	Towing – Sedan, Other, per mile outside regular (5:30 am to 7:30 PM) hours	200	Mile	\$	\$

C.7	Emergency Hiking per mile after regular (3:30a.m. to 9:30p.m.) hours- Paratransit Vehicle	750	Mile	\$	\$
C.8	Emergency Hiking per mile after regular (4:30a.m. to 9:30p.m.) hours) – Fixed Route Bus	800	Mile	\$	\$
C.9	Emergency Hiking per mile after regular (5:00a.m. to 9:30p.m.) hours – Sedan, Other	200	Mile	\$	\$
C.10	Hiking – Paratransit Vehicle per additional mile beyond 35 miles of Maintenance Facility	600	Mile	\$	\$
C.11	Hiking – Fixed Route Bus per additional mile beyond 35 miles of Maintenance Facility	300	Mile	\$	\$
C.12	Hiking – Sedan, Other per additional mile beyond 35 miles of Maintenance Facility	100	Mile	\$	\$

**Note:** County establishes, and vendor pricing shall assume when establishing its unit pricing, a minimum charge of \$75 for items C.1, C.2, C.4, and C.5 above; and a minimum charge \$50 for items C.3 and C.6. Hiking services during regular hours and within 35 miles of the maintenance facility are to be completed at no additional charge to the County. Response time to towing and hiking requirements is departure within 30 minutes from telephone request and arrival on-site not more than sixty (60) minutes from telephone request. Vendors which state inability to meet response time requirements may be considered non-responsive.

**Total Extended Annual Price for Pricing Section C: \$ \_\_\_\_\_**

**Total Extended Annual Price for ALL Pricing Sections: \$ \_\_\_\_\_**

**Pricing Notes:**

1. The unit pricing stated above by the vendor is to include all costs of performing the stated function, and is to serve as the fully loaded and blended price for completion of every stated aspect of the function. Vendors are advised that the estimated quantities stated above are annual in nature, and are provided primarily for informational and evaluation purposes and in no way represent any guarantee by the County of actual minimum or maximum service levels. Vendors are further advised that a significant variation in actual quantities from the estimated quantities set forth above **MAY** be cause for consideration of adjustment in the unit pricing, upward or downward, by either the County or the selected vendor. “Significant variation” is hereby defined as a plus or minus 30% variation in quantity over the period of one year. Either party may submit an adjustment request to the other party upon such occurrence. Both parties agree to consider such requests in good faith, and to continue performance throughout the request consideration period at the then current pricing levels. In any event, the vendor is required to maintain the initially submitted pricing for the full term of the resulting contract unless all parties agree to amend such pricing under the provisions in Section 1.5 or 1.6 of this RFP, or pursuant to this pricing note.

2. The County fully intends to award all functions covered by the scope of work and the pricing tables to a single vendor, but retains the option to only award the operator services functions stated in Pricing Section A above. Vendors are to structure their pricing accordingly.

3. The buses identified as “Large Bus (35’ or larger)” typically are equipped with air brakes.
4. Non-Revenue and Revenue Hours are based on the existing schedule of operations herein.
5. By signature below, the vendor attests to the accuracy and completeness of all pricing entries set forth above.

**OTHER ITEMS FOR COMPLETION BY VENDOR:**

**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.

**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 an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Certification Regarding Acceptance of County VISA-based Payment System**

Vendor will accept payment through the County VISA- based payment system:  Yes  No

**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): \_\_\_\_\_

<b>General Vendor Information and Proposal Signature:</b>			
Firm Name:	_____		
Address, City, State, Zip:	_____		
Mailing Address (if different):	_____		
Telephone No.:	Fax No.:	E-mail: _____	
FEIN No. _____ - _____	Prompt Payment Terms: _____ % _____ days, net _____		
Signature: _____	Date: _____		
Print Name: _____	Title: _____		

**THE FOLLOWING FORMS/DOCUMENTS ARE ATTACHED:**

- Attachment 1:** References Form
- Attachment 2:** Vendor Profile Form
- Attachment 3:** Current Transit Vehicle Listing
- Attachment 4:** Illicit Discharge Automotive Brochure
- Attachment 5:** Penalties Table
- Attachment 6:** Bond Forms
- Attachment 7:** Repair Time Standards\*
- Attachment 8:** PM Final Report 2004\*
- Attachment 9:** TCRP Synthesis 22 Maintenance Standards\*
- Attachment 10:** TCRP Synthesis 12 Transit Bus Line Cleaning 1995\*
- Attachment 11:** Federal Clause Set and Forms\*
- Attachment 12:** Scope of Work\*
- Attachment 13:** Excel Version of Pricing Tables\*

\* Incorporated by reference, provided as a separate document on the website

ATTACHMENT 1 - 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 – VENDOR PROFILE FORM**

<p>1. Bidder Name &amp; Address:</p>    	<p>1d. Licensed to do business in the State of Florida?</p> <p style="text-align: center;">_____ Yes _____ No</p>
<p>1a. FEIN #</p> <p>_____</p>	<p>1e. Name, Title &amp; Telephone Number of Principal to Contact</p>   
<p>1b. Year Firm was established _____ (must have been in business at least 10 years)</p> <p>1c. Are you a "Not for Profit" 501(c)(3) organization?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>If you answered yes, please provide proof.</p>	<p>1f. Address of office to perform work, if different from Item 1</p>   
<p>2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.</p>       	
<p>3. The foregoing is a statement of facts.</p> <p>Signature: _____ Date: _____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Typed or Printed Name) (Title)</p>	

## **Attachment 3**

### Current Transit Vehicle Listing

Lake County Board of County Commissioners  
Community Services Department  
Transit Division

Effective Date: August 2, 2016

Fixed Route Vehicles

No. Of Veh.	PCR No.	FDOT No.	Tag No.	Year	Make	Model	Size	VIN	Fuel Type	Amb Cap	W/C Cap	Stand ing Cap	Funding Source	Tablets	Cameras	Replac- ment Year	Mileage 10/01/15	Mileage 06/30/16	Total Annual Miles	
1	24793	FTA-1	239156	2006	Bluebird	Ultra LF	30'	1BAGEBPA66W100477	Diesel	29	2	14	FTA	Y	Y	2016	288,019	313,515	25,496	
2	24794	FTA-2	239157	2006	Bluebird	Ultra LF	30'	1BAGEBPA66W100484	Diesel	29	2	14	FTA	Y	Y	2016	293,145	308,752	15,607	
3	24795	FTA-3	239158	2006	Bluebird	Ultra LF	30'	1BAGEBPA66W100486	Diesel	29	2	14	FTA	Y	Y	2016	281,310	304,400	23,090	
4	24797	FTA-4	239159	2006	Bluebird	Ultra LF	30'	1BAGEBPA66W100485	Diesel	29	2	14	FTA	Y	Y	2016	320,584	338,389	17,805	
5	24798	FTA-5	TA4885	2006	Bluebird	Ultra LF	30'	1BAGEBPA16W100487	Diesel	29	2	14	FTA	Y	Y	2016	278,831	313,166	34,335	
6	25411	90589	TB5328	2008	Int'l	VT365	30'	1HVBTAFM27W384901	Diesel	24	2	0	FDOT 5310	Y	Y	2018	139,147	144,000	4,853	
7	25734	FTA-6	TB7556	2008	Eldorado	EZ Rider II	29'	1N9MNAAC688C084085	Diesel	33	2	16	FTA	Y	Y	2018	264,636	285,991	21,355	
8	25956	FTA-17	TB7975	2009	Eldorado	EZ Rider II	30'	1N9MNAAC679C084225	Diesel	33	2	16	FTA	Y	Y	2019	222,141	232,254	10,113	
9	25957	FTA-18	TB7974	2009	Eldorado	EZ Rider II	30'	1N9MNAAC659C084224	Diesel	33	2	16	FTA	Y	Y	2019	266,712	289,498	22,786	
10	26118	FTA-19	TB7980	2010	Eldorado	EZ Rider II	31'	1N9MNAAC68C084100	Diesel	33	2	16	FTA	Y	Y	2020	303,253	307,382	4,129	
11	26363	FTA-22	TC1761	2011	Eldorado	EZ Rider II	31'	1N9MNAAC63BC084048	Diesel	33	2	16	FTA	Y	Y	2021	186,297	202,859	16,562	
12	26550	FTA-23	TC5553	2012	Eldorado	EZ Rider II	31'	1N9MNAAC61CC084101	Diesel	33	2	16	FTA	Y	Y	2022	153,355	190,447	37,092	
13	27913	FTA-24	TC5585	2013	Eldorado	EZ Rider II	32'	1N9MNAAC68DC084159	Diesel	33	2	16	FTA	Y	Y	2023	109,954	140,572	30,618	
14	28618	FTA-25	TE1324	2015	Gillig	Low Floor	35'	15GGB271XF1184635	Diesel	29	2	14	FTA	Y	Y	2025	6,785	50,644	43,859	
15	28619	FTA-26	TD1322	2015	Gillig	Low Floor	35'	15GGB271XF1184636	Diesel	29	2	14	FTA	Y	Y	2025	7,627	48,720	41,093	
16	28620	FTA-27	TE1323	2015	Gillig	Low Floor	35'	15GGB271XF1184637	Diesel	29	2	14	FTA	Y	Y	2025	6,590	56,417	49,827	
													487	32	224			3,128,386	3,527,006	398,620

Paratransit Vehicles

No. Of Veh.	PCR No.	FDOT No.	Tag No.	Year	Make	Model	Size	VIN	Fuel Type	Amb Cap	W/C Cap	Stand ing Cap	Funding Source	Tablets	Cameras	Replac- ment Year	Mileage 10/01/15	Mileage 06/30/16	Total Annual Miles
1	25004	90571	TA2127	2007	Chevy	C4500	23'	1GBE4V1927F424487	Diesel	12	2	0	FDOT 5310	Y	Y	2012	228,981	243,525	14,544
2	25951	FTA-16	TB7599	2009	Chevy	General	21'	1GBJG31K391129797	Unleaded	9	2	0	FTA	Y	Y	2014	250,446	273,447	23,001
3	26024	91535	TC2638	2009	Chevy	E4500	25'	1GBE4V1G49F412245	Unleaded	12	2	0	FDOT 5310	Y	Y	2014	206,560	214,595	8,035
4	26025	91536	TC2637	2009	Chevy	E4500	25'	1GBE4V1G39F412184	Unleaded	12	2	0	FDOT 5310	Y	Y	2014	176,194	193,794	17,600
5	26095	80501	TC2646	2010	Chevy	E4500	26'	1GBE4V1G49F412228	Unleaded	16	2	0	FDOT ARRA	Y	Y	2015	177,059	188,476	11,417
6	26110	80504	TC3719	2010	Chevy	E4500	26'	1GBE4V1G09F412257	Unleaded	16	2	0	FDOT ARRA	Y	Y	2015	194,113	222,677	28,564
7	26111	80502	TC3714	2010	Chevy	E4500	26'	1GBE4V1G19F413059	Unleaded	16	2	0	FDOT ARRA	Y	Y	2015	187,117	210,475	23,358
8	26112	80511	TC2749	2010	Chevy	E4500	26'	1GBE4V1G19F412199	Unleaded	16	2	0	FDOT ARRA	Y	Y	2015	196,213	210,416	14,203
9	26113	80507	TC3712	2010	Chevy	E4500	26'	1GBE4V1G39F412265	Unleaded	16	2	0	FDOT ARRA	Y	Y	2015	195,909	211,897	16,088
10	26115	80506	TC3721	2010	Chevy	E4500	26'	1GBE4V1G99F413110	Unleaded	16	2	0	FDOT ARRA	Y	Y	2015	183,145	205,480	22,335
11	26116	80510	TC2750	2010	Chevy	E4500	26'	1GBE4V1G99F412192	Unleaded	16	2	0	FDOT ARRA	Y	Y	2015	186,063	205,200	19,137
12	26117	80508	TC2751	2010	Chevy	E4500	26'	1GBE4V1G99F413094	Unleaded	16	2	0	FDOT ARRA	Y	Y	2015	180,472	201,302	20,830
13	26119	80512	TC3723	2010	Chevy	E4500	26'	1GBE4V1G39F412175	Unleaded	16	2	0	FDOT ARRA	Y	Y	2015	139,888	155,798	15,910
14	26120	80505	TC3720	2010	Chevy	E4500	26'	1GBE4V1G19F412283	Unleaded	16	2	0	FDOT ARRA	Y	Y	2015	178,826	197,361	18,535
15	26121	80509	TC3721	2010	Chevy	E4500	26'	1GBE4V1G19F412249	Unleaded	16	2	0	FDOT ARRA	Y	Y	2015	173,175	142,737	-30,438
16	26122	80518	TC3726	2010	Chevy	E4500	26'	1GBE4V1G19F413138	Unleaded	16	2	0	FDOT ARRA	Y	Y	2015	161,115	184,845	23,730
17	26123	80519	TC3726	2010	Chevy	E4500	26'	1GBE4V1909F413118	Unleaded	16	2	0	FDOT 5310	Y	Y	2015	177,347	183,146	5,799
18	26124	91545	TC3725	2010	Chevy	E4500	26'	1GBE4V1G79F413082	Unleaded	16	2	0	FDOT 5310	Y	Y	2015	207,437	222,228	14,791
19	26130	91546	TC3727	2010	Chevy	E4500	26'	1GBE4V1G99F413082	Unleaded	16	2	0	FTA	Y	Y	2016	160,365	185,720	25,365
20	26321	FTA-20	TC4414	2011	Chevy	E4500	23'	1GB9G5AG3A1129930	Unleaded	12	4	0	FDOT 5310	Y	Y	2016	155,636	178,134	22,498
21	26479	91567	TC4310	2011	Chevy	E4500	26'	1GB6G5BG7B1143820	Unleaded	18	4	0	FDOT 5310	Y	Y	2016	139,923	158,204	18,281
22	26480	91568	TC4309	2011	Chevy	E4500	26'	1GB6G5BG9B1144828	Unleaded	18	4	0	FDOT 5310	Y	Y	2016	126,825	154,319	27,494
23	26481	91569	TC4311	2011	Chevy	E4500	26'	1GB6G5BG1B1144204	Unleaded	18	4	0	CTD	Y	Y	2017	120,298	145,744	25,446
24	26625	CTD-8	TC9059	2012	Ford	F450	23'	1FDFE4F14CDA82411	Unleaded	12	2	0	FDOT 5310	Y	Y	2017	150,045	173,459	23,414
25	26626	91594	TC9060	2012	Ford	F450	23'	1FDFE4F16CDA82412	Unleaded	12	2	0	FDOT 5310	Y	Y	2017	123,165	143,749	20,584
26	26627	91593	TC8487	2012	Ford	F450	23'	1FDFE4F16CDA82413	Unleaded	14	4	0	FDOT 5310	Y	Y	2017	122,921	146,196	23,875
27	26628	91595	TC8486	2012	Ford	F450	23'	1FDFE4F16CDA82414	Unleaded	14	4	0	FDOT 5310	Y	Y	2017	83,173	113,934	30,761
28	27943	94521	TC6637	2012	VPK	MV-1	17'	523MF1A69CM101165	Unleaded	3	1	0	FDOT 5310	Y	Y	2018	76,320	106,006	27,686
29	27944	94522	TC6637	2012	VPK	MV-1	17'	523MF1A69CM101186	Unleaded	3	1	0	FDOT 5310	Y	Y	2018	58,470	78,949	20,479
30	27945	94523	TC6649	2012	VPK	MV-1	16'	523MF1A64CM101574	Unleaded	3	1	0	FDOT 5310	Y	Y	2018	3,827	3,827	0
31	28087	94536	TD4286	2013	Ford	E250 Str	22'	1FTNEZEL6DD32216	Unleaded	2	0	0	FDOT 5310	N	N	2018	10,295	10,481	186
32	28088	94537	TD4286	2013	Ford	E250 Str	22'	1FTNEZEL6DD32217	Unleaded	2	0	0	FDOT 5310	N	N	2018	66,262	91,786	25,524
33	28127	94538	TC6647	2013	Ford	E450	23'	1FDFE4F50DD327241	Unleaded	12	2	0	FDOT 5310	Y	Y	2018	70,301	97,832	27,531
34	28128	94539	TC6648	2013	Ford	E450	23'	1FDFE4F50DD327242	Unleaded	12	2	0	FDOT 5310	Y	Y	2018	59,404	85,360	25,956
35	28132	94540	TC6646	2013	Ford	E450	23'	1FDFE4F50DD327243	Unleaded	12	2	0	FDOT 5310	Y	Y	2018	66,797	93,963	27,166
36	28133	94541	TC6645	2013	Ford	E450	23'	1FDFE4F50DD32852	Unleaded	12	2	0	FDOT 5310	Y	Y	2018	34,182	60,162	25,980
37	28238	CTD-9	TD7374	2014	Ford	E450	23'	1FDFE4F50DD32852	Unleaded	12	2	0	CTD	Y	Y	2019	34,182	60,162	25,980

38	28622	CTD-10	TE3385	2015	Ford	E450	23'	1FDFE4FS1EDA04534	Unleaded	12	3	0	0	CTD	N	Y	2020	4,193	33,725	29,532	
39	28623	CTD-11	TE3386	2015	Ford	E450	23'	1FDFE4FS2EDA04509	Unleaded	12	3	0	0	CTD	N	Y	2020	4,348	32,454	28,106	
40	28628	94566	TE0370	2015	Ford	E450	23'	1FDFE4FS9FDA34978	Unleaded	12	2	0	0	FDOT 5310	N	N	2020	1,439	9,465	8,026	
41	28629	94566	TE0369	2015	Ford	E450	23'	1FDFE4FS9FDA34979	Unleaded	12	2	0	0	FDOT 5310	N	N	2020	1,433	11,516	10,083	
42	28630	94567	TE0368	2015	Ford	E450	23'	1FDFE4FS7FDA34980	Unleaded	12	2	0	0	FDOT 5310	N	N	2020	1,448	11,453	10,005	
43	28631	94568	TE0367	2015	Ford	E450	23'	1FDFE4FS9FDA34981	Unleaded	12	2	0	0	FDOT 5310	N	N	2020	1,442	11,408	9,966	
44	28632	94569	TE0571	2015	Ford	E450	23'	1FDFE4FS9FDA34982	Unleaded	12	2	0	0	FDOT 5310	N	N	2020	1,413	11,848	10,435	
45	28633	94570	TE0573	2015	Ford	E450	23'	1FDFE4FS2FDA34983	Unleaded	12	2	0	0	FDOT 5310	N	N	2020	1,441	13,078	11,637	
46	28634	94571	TE0572	2015	Ford	E450	23'	1FDFE4FS4FDA34984	Unleaded	12	2	0	0	FDOT 5310	N	N	2020	1,431	11,429	9,998	
47	28646	94572	TE3107	2015	Ford	E450	23'	1FDFE4FS8FDA34969	Unleaded	12	4	0	0	FDOT 5310	N	Y	2020	1,499	12,033	10,534	
48	28647	94574	TE3108	2015	Ford	E450	23'	1FDFE4FS4FDA34970	Unleaded	12	4	0	0	FDOT 5310	N	Y	2020	1,527	12,880	11,353	
49	28648	94573	TE3109	2015	Ford	E450	23'	1FDFE4FS6FDA34971	Unleaded	12	4	0	0	FDOT 5310	N	Y	2020	1,448	8,851	7,403	
50	28649	94575	TE3110	2015	Ford	E450	23'	1FDFE4FS8FDA34972	Unleaded	12	4	0	0	FDOT 5310	N	Y	2020	2,104	10,371	8,267	
51	28650	94579	TE3111	2015	Ford	E450	23'	1FDFE4FSXFDA34973	Unleaded	12	4	0	0	FDOT 5310	N	Y	2020	1,506	10,288	8,792	
52	28651	94576	TE3112	2015	Ford	E450	23'	1FDFE4FS1FDA34974	Unleaded	12	4	0	0	FDOT 5310	N	Y	2020	1,428	11,674	10,246	
53	28652	94577	TE3113	2015	Ford	E450	23'	1FDFE4FS9FDA34975	Unleaded	12	4	0	0	FDOT 5310	N	Y	2020	1,410	7,812	6,402	
54	28653	94582	TE4405	2015	Ford	E450	23'	1FDFE4FS9FDA34976	Unleaded	12	4	0	0	FDOT 5310	N	Y	2020	1,527	10,638	9,111	
55	28654	94578	TE3106	2015	Ford	E450	23'	1FDFE4FS7FDA34977	Unleaded	12	4	0	0	FDOT 5310	N	Y	2020	1,415	9,588	8,173	
										690	131	0	0						5,275,004	6,169,224	894,220

## **Attachment 4**

### Illicit Discharge Automotive Brochure

# What is Stormwater Pollution?

The stormwater drainage system collects all the rain that runs off of hard surfaces such as pavement and rooftops. This runoff, called stormwater flows along the curb and gutter and then into a storm drain.

After entering the storm drain, stormwater is routed to the nearest lake, pond or river. Anything that enters the stormwater drainage system besides rainfall is considered an illicit discharge and is a violation of Lake County's Illicit Discharge Ordinance.

Grease, oils and detergents have potential to cause fish kill and other biological degradation and restrict recreational activities such as swimming and fishing. The purpose of the Illicit Discharge Ordinance is to protect public health, safety and welfare by controlling pollution in our waterways.

Do **your** part to protect our environment from these types of pollution. Implement these best management practices today!



To schedule a visit to discuss preventative measures at your location, please contact:

**Lake County  
Public Works  
Department  
Stormwater Section  
(352) 253-9084**

[www.lakecountyfl.gov/departments/publicworks](http://www.lakecountyfl.gov/departments/publicworks)

To report an illicit discharge, please call: **(352) 253-9084**

For information about Lake County's waterways, please visit: [www.lakewateratlas.usf.edu](http://www.lakewateratlas.usf.edu)



Protecting Our Lakes and Rivers From Stormwater Pollution

## Preventing Illegal Discharges from Automotive Service Businesses



Lake County, Florida  
Public Works Department  
Stormwater Section

# What is Illicit Discharge?

An illicit discharge is any direct or indirect non-stormwater discharge to the storm drain system.

An illicit connection is any connection which allows non-stormwater to enter the storm drain system including sewage, wastewater and wash water.



# Good Working Practices to Follow

- **Materials and Waste Handling:**  
Do not pour liquid waste into floor drains, sinks, outdoor storm drain inlets. **No not** dump mop water outside. Pour into floor drain or sink for treatment.
- **Proper Storage and Handling of Hazardous Waste:**  
Cover the work area to limit exposure to rain. Use secondary containment when storing batteries and hazardous liquids; keep liquid wastes segregated.
- **Cleaning Auto Parts:**  
Minimize use of solvents. Clean parts without using solvents whenever possible, or use water-based solvents. Clean greasy hands with a water-less hand cleaner.
- **Good Housekeeping:**  
Daily sweep the maintenance area to collect loose particles and wipe up spills with rags and other absorbent materials immediately. Do not hose down the area into a storm drain.
- **Cleaning Up Spills:**  
Use absorbent cleaning agents instead of water to clean work areas. Use dry methods for spill clean up, i.e. sweeping.
- **More Good Housekeeping:**  
Check gas pumps for spills.  
Keep dry absorbent materials near the pumps in case of a spill.
- **Washing Vehicles:**  
Ensure the car wash detergent and wax are only used inside of the wash bay and the wastewater is captured and sent to the sanitary sewer.



# Management Responsibilities

- **Plan Your Workspace:**  
Designate a special area to drain and replace motor oil, coolant and other fluids where there are no connections to the storm drain.
- **Maintenance:**  
Contact a hazardous waste hauler to dispose of saturated absorbents.
- **Have A Plan:**  
Have a hazardous materials response plan and be sure all employees are capable of implementing each phase of the plan.
- **Know Your Area:**  
Check offsite drainage patterns.  
(Where is water coming onto and leaving the site?) Reduce flow by use of open vegetated swales and other nonstructural measures.
- **Parking Lots:**  
If cleaning the parking lot is necessary, install proper measures to ensure wastewater and detergents **do not** enter the storm drain.
- **Spills:**  
Report any spill immediately to Lake County Stormwater Section. When reporting a spill, be sure to include the location, date, time, type of spill and measures currently being taken to mitigate any damage.

**Attachment 5**

Penalties Table

Lake County Vehicle Maintenance Contract  
 PROPOSED PENALTIES CONTRACT # 16-0628  
 August 2, 2016

The following performance measures and penalties for RFP #17-0202:

Attachment 12 Section No.	Subject Matter	Page Number	Performance Standard/Methodology/Penalty
12.5.4	On-Time Performance	27	<p><b><u>Performance Standard:</u></b> The on-time performance standard is ninety-three percent (93%) or above.</p> <p><b><u>Methodology:</u></b> A bus is considered on time if it arrives at a time point either before, at, or up to two (2) minutes early, and not more than five (5) minutes past the scheduled time. A bus is considered late if it arrives at a time point six (6) or more minutes past the scheduled time. Performance will be measured on a monthly basis using time point and a series of trip sampling data for all fixed routes operated. This data will be collected utilizing the RouteMatch, RouteShout, on-board cameras and other field observations. (<b>Refer to TCRP Report 100, Transit Capacity and Quality of Service Manual, Chapter 3. 2003</b>)</p> <p><b><u>Penalty:</u></b> On-time Performance 92.99%-90% = \$3,000.00; 89.99%-87% = \$5,000.00; 86.99% and below = \$7,000.</p>
12.5.4	Underperforming Routes	28	<p><b><u>Performance Standard:</u></b> The Vendor shall provide the County the analysis and resolution plan twenty-one (21) calendar days following the end of the second month of the identified underperforming route(s) that is below ninety percent (90%) on-time. The Vendor has thirty (30) calendar days from the review date, unless otherwise approved by the County, to bring the route(s) into compliance.</p> <p><b><u>Methodology:</u></b> A route that has performed below ninety percent (90%) for two consecutive months shall have a resolution plan within twenty-one (21) days following the second month of the identified underperformance.</p> <p><b><u>Penalty:</u></b> Failure to provide a resolution plan to address on-time performance beyond 30 days from the County's review date, will result in a penalty of \$2,000.00</p>
12.5.4	Missed Revenue Miles/Trips	29	<p><b><u>Performance Standard:</u></b> The performance standard for missed revenue miles is 0.40% or less.</p> <p><b><u>Methodology:</u></b> Missed revenue miles will be reported on a monthly basis as documented by RouteMatch and RouteShout systems of record and measured by actual versus scheduled trips for the month for paratransit and fixed routes operated at maximum service.</p> <p><b><u>Penalty:</u></b> % of Missed Revenue Miles: 0.41%-0.50% = \$3,000.00; 0.51%-0.70% = \$5,000.00; 0.71% and above = \$7,000.</p>
12.5.4	Customer Contact	29	<p><b><u>Performance Standard:</u></b> The performance standard is one (1) or less valid customer contacts/complaints per 4,000 boardings for LakeXpress and one (1) or less contacts/complaints per 1,000 trips for Lake County Connection.</p>

Lake County Vehicle Maintenance Contract  
 PROPOSED PENALTIES CONTRACT # 16-0628  
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			<p><b>Methodology:</b> Customer contacts will be measured by the number of monthly complaints for each mode, LakeXpress and Lake County Connection.</p> <p><b>Penalty:</b> Customer Complaints: 1 or more per 4,000 LakeXpress/1,000 Lake County Connection = \$500 per complaint over 1 for each mode.</p>
12.5.4	Reporting Requirements	30	<p><b>Performance Standard:</b> All requests for records, data and files shall be provided within the timeframes outlined in the reporting section of the Attachment 12. All Daily, Monthly, Quarterly and Annual Reports shall be remitted in electronic and hard copy as required and outlined in Attachment 12.</p> <p><b>Methodology:</b> Daily Reports received after 9:00am are considered late; Monthly Reports received after the 10<sup>th</sup> day of the month are considered late; Quarterly reports received after the 10<sup>th</sup> day following the quarter are considered late; Annual Reports received after the 10<sup>th</sup> day following the annual period are considered late; Invoices received after the 10<sup>th</sup> day of the month are considered late.</p> <p><b>Penalty:</b> Late Daily Reports = \$100.00 per report; Late Monthly Reports = \$250.00 per report; Late Quarterly Reports = \$500.00 per late report; Late Annual Reports = \$1,000 per report. Late: Invoices = \$500.00 per invoice.</p>
12.5.4	Operations	31	<p><b>Performance Standard:</b> Vendor shall provide the County with a schedule of operations and plan for detours, alternative routing, etc. as a result of all public events, parades, construction, road closures, etc. known and reasonably available to the Vendor no later than 48 hours of potential event of service impact.</p> <p><b>Methodology:</b> Review of FDOT, County and local municipality calendars and schedule of events to identify the need for alternative routing for LakeXpress and Lake County Connection buses. Additional alerts that should be reviewed by the Vendor include 511 and other traffic alert software applications.</p> <p><b>Penalty:</b> Failure of Vendor to provide alternative routing and operations plan within forty-eight (48) hours of event will be assessed \$250.00; Failure of Vendor to notify County of unforeseen event within thirty (30) minutes of becoming aware of the event will result in an assessment of \$50.00.</p>
12.5.4	Operations	31	<p><b>Performance Standard:</b> Vendor shall provide the County with advanced written notification of proposed changes to all Key Personnel positions.</p> <p><b>Methodology:</b> Review of Monthly Reports of Vendor Staffing, Operations and Maintenance Reports and random observations and site visits shall indicate deficiencies and/or changes in Key Personnel and other staffing.</p> <p><b>Penalty:</b> Changes in Key Personnel without the County's notification and approval will be assessed \$5,000.00 and \$100 per day until the Key Personnel is replaced to the County's satisfaction.</p>
12.5.4	Legal Compliance; Drug Free Workplace	32	<p><b>Performance Standard:</b> Vendor shall provide the County with a workforce comprised of Safety-Sensitive and non-Safety Sensitive personnel who have completed all of the requisite background and drug and alcohol screenings required per the Contract.</p>

Lake County Vehicle Maintenance Contract  
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			<p><b>Methodology:</b> Review of Monthly reports on staffing, Quarterly MIS Reports and requisite background screening requirements based on their employment category.</p>
			<p><b>Penalty:</b> Failure of Vendor to ensure all employees have and maintain the appropriate background and drug and alcohol screenings per employee/event will be assessed \$250.00 per employee/event or occurrence of failure to ensure background screening and drug and alcohol screenings required per the Contract.</p>
12.5.4	Telecommunications & Radio	35	<p><b>Performance Standard:</b> Failure to provide operational telephone, telecommunications and network connections required to ensure efficient operations and access for the general public, RouteMatch/RouteShout will constitute a failure of the Vendor to ensure access to LakeXpress and Lake County Connection to support the Contract.</p> <p><b>Methodology:</b> Any period of Vendor lack of connectivity of telephone system for the general public or the Bus Operator's radio communication exceeding thirty (30) minutes is considered failure to perform. Failure to notify the County in advance of connectivity issues is considered a failure to inform the County of telephone system connection issues.</p> <p><b>Penalty:</b> Thirty (30) minutes or more of lack of general public and/or Bus Operator network/telecommunications connection and accessibility = \$1,000 and \$50.00 per hour beyond the initial thirty (30) minutes.</p>
12.5.4	Telephone Hold Times	34	<p><b>Performance Standard:</b> Failure to maintain an average hold time of no more than three (3) minutes for any given hourly period of the day for ninety-five percent (95%) of the hourly time periods for each telephone line in operation for each month. No more than two (2) minutes wait for each Dispatch/Customer Service Representative to answer phone calls during the peak periods for paratransit reservations (6:00a.m. – 10:00a.m., Monday – Friday) and fixed route (6:30a.m. – 9:30a.m. and 3:00p.m. –6:00p.m.).</p>
			<p><b>Methodology:</b> Ninety-five (95%) percent of all calls received during the peak period should be answered within two minutes; Ninety-five percent of all calls should not be on hold no more than three (3) minutes. Monthly call reports will be used to determine achievement of standard.</p>
			<p><b>Penalty:</b> Failure to answer all calls within two (2) minutes will be assessed \$10.00 per call answered after two minutes. All customer calls on hold more than three (3) minutes will be assessed \$15.00 per call.</p>
12.6.3	Work Program: Bus Operators	66	<p><b>Performance Standard:</b> Failure of Vendor to comply with written Training, Coaching &amp; Counseling (Disciplinary) Program proposed to the County following any accident or incident.</p>

**Lake County Vehicle Maintenance Contract  
PROPOSED PENALTIES CONTRACT # 16-0628  
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			<p><b><u>Methodology:</u></b> One hundred percent (100%) of all preventable and non-preventable incidents and accidents shall follow the progressive discipline of the Training, Coaching &amp; Counseling (Disciplinary) Program outlined by the Vendor. Review of accident/incident reports, complaints and operating DVI's and random assessments and review of staff and operator performance will ensure compliance with written procedures and must include the date of any recommended training/counseling completed.</p> <p><b><u>Penalty:</u></b> Failure of Vendor to adhere to counseling, training and/or disciplinary procedures outlined in their Training, Coaching &amp; Counseling (Disciplinary) Program, to include, but not be limited to verbal warning, additional training, counseling (to include customer service) and/or suspension and fines will result in an assessment of \$500.00 per non-preventable incident/accident without documented follow-thru/follow-up to include the dates of training/counseling, etc. Preventable accidents or incidents will be assessed \$1,000 per occurrence.</p>
12.8.26	Vehicle Cleaning: Graffiti	134	<p><b><u>Performance Standard:</u></b> The Vendor is required to remove graffiti from one hundred percent (100%) of all bus interiors and exteriors within one week of notification of such graffiti.</p> <p><b><u>Methodology:</u></b> Review and evaluation of weekly bus cleaning report, Pre-trip/Post trip pre-reports and random inspections</p> <p><b><u>Penalties:</u></b> The Vendor will be charged one times the current hourly base rate for each vehicle found to not have had graffiti removed.</p>
12.8.26	Vehicle Exteriors	135	<p><b><u>Performance Standard:</u></b> The Vendor is required to wash one hundred percent (100%) of all bus exteriors each week. All non-revenue vehicle exteriors are to be cleaned/washed every week</p> <p><b><u>Methodology:</u></b> Review and evaluation of weekly bus cleaning report, Pre-trip/Post trip pre-reports and random inspections. Review of weekly non-revenue vehicle cleaning reports.</p> <p><b><u>Penalties:</u></b> The Vendor will be charged one times the current hourly base rate for each vehicle exterior found to have not been cleaned/washed each week.</p>
12.8.26	Cleaning Reports & Inspections	136	<p><b><u>Performance Standard:</u></b> The Vendor is required to daily, weekly, monthly, quarterly and annual reports of vehicle cleaning and inspection details for all vehicles in the Contract.</p> <p><b><u>Methodology:</u></b> Review and evaluation of all cleaning and inspection reports for all vehicles, validated patron complaints and random inspections.</p> <p><b><u>Penalties:</u></b> The Vendor will be charged one times the current hourly base rate for each vehicle found to no documentation of cleaning and detail.</p>
12.8.27	Maintenance Performance Standards	140	<p><b><u>Performance Standard:</u></b> One hundred percent (100%) of assigned transit revenue and non-revenue service vehicles used in <i>LakeXpress and LCC</i> operation shall be properly cleaned daily prior to being put into revenue or non-revenue service, including trash removal.</p> <p><b><u>Methodology:</u></b> : Review and evaluation of weekly bus cleaning report, Pre-trip/Post trip pre-reports, validated patron complaints and random inspections..</p>

Lake County Vehicle Maintenance Contract  
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			<p><b>Penalties:</b> The Vendor will be charged one times the current hourly base rate for each vehicle found to have not been cleaned prior to daily revenue and non-revenue service.</p>
12.8.27	Cleaning Requirements	140	<p><b>Performance Standard:</b> One hundred percent (100%) of all revenue and non-revenue service vehicle exteriors shall be properly washed and interiors shall be fully mopped, windows cleaned, and driver's area cleaned weekly.</p> <p><b>Methodology:</b> : Review and evaluation of weekly bus cleaning report, Pre-trip/Post trip pre- reports, validated patron complaints and random inspections.</p> <p><b>Penalties:</b></p> <p>The Vendor will be charged one times the current hourly base rate for each vehicle found to have not been cleaned each week.</p>
12.8.27	Cleaning Requirements	140	<p><b>Performance Standard:</b> One hundred percent (100%) of all revenue and non-revenue service vehicle interiors shall be fully cleaned and <i>detailed</i> throughout each month, including driver's area, dash-board, windows, ceiling, walls, seats, and all other interior areas. More frequent cleaning shall occur as necessary.</p>
			<p><b>Methodology:</b> Review and evaluation of monthly bus cleaning/detail report, Pre-trip/Post trip pre- reports, validated patron complaints and random inspections.</p>
			<p><b>Penalties:</b> The Vendor will be charged one times the current hourly base rate for each vehicle found to have not been cleaned and detailed each month.</p>
12.8.27	Cleaning Requirements	141	<p><b>Performance Standard:</b> One hundred percent (100%) of all revenue and non-revenue service vehicle interiors are to be deep cleaned by a professional cleaning company at least twice a year.</p> <p><b>Methodology:</b> Review and evaluation of bi-annual bus cleaning/detail report, Pre-trip/Post trip pre- reports, validated patron complaints and random inspections.</p>
			<p><b>Penalties:</b> The Vendor will be charged one times the current hourly base rate for each vehicle found to have not been professionally deep cleaned every six months.</p>
12.8.27	HVAC	141	<p><b>Performance Standard:</b> One hundred percent (100%) of all vehicles in revenue or non-revenue service shall have properly operating heating systems air conditioning systems on a daily basis. Heating and air conditioning system repairs shall be completed within 24 hours of notification of inoperability unless delays are caused due to missing/back-ordered parts.</p> <p><b>Methodology:</b> Pre- and post-trip vehicle inspection reports, maintenance reports and work orders, and validated patron complaints.</p>
			<p><b>Penalties:</b> The Vendor will be charged one times the current hourly base rate for each vehicle found to not have properly working heating or A/C systems.</p>

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12.8.27	Destination Signs/Passenger Information Systems and Equipment	142	<p><b>Performance Standard:</b> One hundred percent (100%) of all vehicles in revenue service shall have properly operating destination signs, audio and visual automated collection information equipment on a daily basis. Audio, visual and automated collection equipment shall be repaired within three (3) calendar days, subject to the availability of parts.</p> <p><b>Methodology:</b> Pre- and post-trip vehicle inspection reports, maintenance reports/work orders, validated patron complaints and random inspections.</p> <p><b>Penalties:</b> The Vendor's current hourly base rate multiplied by the number of in-service vehicle components found to be not working or inoperable in accordance with the standards identified in this section.</p>
12.8.27	Wheelchair Lifts/Ramps	142	<p><b>Performance Standard:</b> One hundred percent (100%) of all vehicles in revenue service shall have properly operating wheelchair lifts and/or ramps on a daily basis. Malfunctioning wheelchair lifts or ramps shall be repaired within three (3) calendar days, subject to the availability of parts.</p> <p><b>Methodology:</b> Pre- and post-trip vehicle inspection reports, maintenance reports/work orders, validated patron complaints and random inspections.</p> <p><b>Penalties:</b> The Vendor's current hourly base rate multiplied by the number of in-service vehicle components found to be not working or inoperable in accordance with the standards identified in this section.</p>
12.8.27	Ancillary Bus Equipment	143	<p><b>Performance Standard:</b> One hundred percent (100%) of all vehicles in revenue service shall have properly operating pull cords and/or touch strips, two-way radios, security cameras, TSP transponders, APC's, Mobile Data Units/tablets, AVL and voice annunciator units on a daily basis. All vehicle ancillary equipment shall be repaired within three (3) calendar days, subject to the availability of parts.</p> <p><b>Methodology:</b> Review of pre- and post-trip vehicle inspection reports, maintenance reports/work orders and validated patron complaints.</p> <p><b>Penalties:</b> The Vendor's current hourly base rate multiplied by the number of in-service vehicle components found to be not working or inoperable in accordance with the standard.</p>
12.8.27	Farebox Equipment	144	<p><b>Performance Standard:</b> One hundred percent (100%) of all vehicles in revenue service shall have properly operating fareboxes and smart card units on a daily basis.</p> <p><b>Methodology:</b> Pre- and post-trip vehicle inspection reports, maintenance reports/work orders, validated patron complaints and random inspections.</p> <p><b>Penalties:</b> The Vendor's current hourly base rate multiplied by the number of in-service vehicle components found to be not working or inoperable in accordance with the standards identified in this section.</p>

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12.8.27	Vehicle Repair, Maintenance, and Preventive Maintenance	145	<p><b>Performance Standard:</b> One hundred percent (100%) of all preventative maintenance (PM) services/inspections shall be completed on time in accordance with the manufacturer's recommended minimum and/or FTA recommended scheduled service intervals and approved, Vendor-proposed FDOT Maintenance PM Interval Plan.</p> <p><b>Methodology:</b> Verification for meeting these maintenance standards shall be provided by the Vendor's submission of daily, weekly, monthly, and annual maintenance reports to the County showing adherence to maintenance schedules and performance of non-scheduled maintenance as established annually per the Contract.</p> <p><b>Penalties:</b> Five times the Vendor's current hourly base rate multiplied by the number of PM's not performed (first day missed) within the 10% threshold.</p>
12.8.27	Vehicle Repair, Maintenance, and Preventive Maintenance	146	<p><b>Performance Standard:</b> One hundred percent (100%) of all repair diagnostics shall be completed within 24 hours of notification to the Vendor of needed repairs. The County will be notified of repair needs within one (1) hour of Vendor being made aware of the needed repair. All repairs, chargeable (maintenance/repair item) or non-chargeable (warranty item), will be completed within three (1) day, unless Vendor notifies County of related parts, warranty delays.</p> <p><b>Methodology:</b> Verification of road call reports, maintenance standards, maintenance records and other vehicle history data submitted in the Vendor's submission of daily, weekly, monthly and annual repair reports to the County showing adherence the standards concerning repair notification and processing of repairs.</p> <p><b>Penalties:</b> Five times the Vendor's current hourly base rate multiplied by the number of buses not in revenue service multiplied by the number of days vehicles are out of revenue service.</p>
12.8.27	Vehicle Repair, Maintenance, and Preventive Maintenance	146	<p><b>Performance Standard:</b> One hundred percent (100%) of all safety-related repairs and/or diagnostics shall be completed within 24 hours of notification to the Vendor of needed repairs. The County will be notified of repair needs within one (1) hour of Vendor being made aware of the needed repair. All repairs, chargeable (maintenance/repair item) or non-chargeable (warranty item) or non-chargeable (warranty item), will be completed within three (1) day, unless Vendor notifies County of related parts, warranty delays.</p> <p><b>Methodology:</b> Verification of road call reports, pre-post-trip inspection forms, maintenance standards, maintenance records and other vehicle history data submitted in the Vendor's submission of daily, weekly, monthly and annual repair reports to the County showing adherence the standards concerning repair and notification of safety defects.</p> <p><b>Penalties:</b> Five times the Vendor's current hourly base rate multiplied by the number of buses placed in revenue service with safety defects and/or out of service due to safety defects, multiplied by the number of days vehicles are out of revenue service.</p>

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12.8.27	Vehicle Repair, Maintenance, and Preventive Maintenance	147	<p><b>Performance Standard:</b> Eighty percent (80%) of all assigned transit revenue vehicles in the VOMS/Schedule of Operation (SO) are available for service on a daily basis.</p> <p><b>Methodology:</b> Verification for meeting VOMS/SO standards shall be provided by the Vendor's submission of daily reports to the County showing adherence to VOMS/SO and availability of revenue vehicles and maintenance of 20% spare ratio for fleet.</p> <p><b>Penalties:</b> Five times the Vendor's current hourly base rate multiplied by the number of buses not in revenue service multiplied by the number of days vehicles are out of service.</p>
12.8.27	Inspections	147	<p><b>Performance Standard:</b> One hundred percent (100%) of all identified defects must be repaired within three (3) calendar days of receiving a notice to repair by the County's third-party Inspector.</p> <p><b>Methodology:</b> Review of Maintenance Inspection Report, daily, weekly and monthly pre-trip and post-trip inspections, maintenance records, warranty records, random inspection and vehicle inspections by the County.</p> <p><b>Penalties:</b> The Vendor will be charged one times the current hourly base rate for each item found to be out of compliance.</p>
12.8.27	Inspections	147	<p><b>Performance Standard:</b> One hundred percent (100%) of all safety-related repairs and/or diagnostics found by the County's third-party Inspector shall be completed within <b>24 hours</b> of notification to the Vendor of needed repairs. The County will be notified of repair needs within <b>one (1)</b> hour of Vendor being made aware of the needed repair. All repairs, chargeable (maintenance/repair item) or non-chargeable (warranty item), will be completed within three (1) day, unless Vendor notifies County of related parts, warranty delays.</p> <p><b>Methodology:</b> Verification of road call reports, pre-post-trip inspection forms, maintenance standards, maintenance records and other vehicle history data submitted in the Vendor's submission of daily, weekly, monthly and annual repair reports to the County showing adherence the standards concerning repair and notification of safety defects.</p> <p><b>Penalties:</b> Ten times the Vendor's current hourly base rate multiplied by the number of buses placed in revenue service with safety defects and/or out of service due to safety defects, multiplied by the number of days vehicles are out of revenue service.</p>
12.8.27	Speeding, Aggressive Driving, Red Light Citations	148	<p><b>Performance Standard:</b> Zero (0) speeding, aggressive driving, red light citations for all <i>LakeXpress and LCC</i> routes per month.</p> <p><b>Methodology:</b> Review and evaluation moving violation citations, reports of aggressive driving, speeding, etc. by observers and or video monitoring via on-board cameras.</p>

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		<p><b>Penalties:</b> The Vendor will be charged 10 times the current hourly base rate for each citation and any related fees as a result of delayed payment of applicable fines and/or fees due to delayed notification of the County of the Vendors infraction. Speeding, aggressive driving, red light citations caused by the Vendor and/or its staff or representatives which cause bodily harm or injury will result in a charge of \$50,000 for each occurrence; if these violations result in a fatality a charge of \$500,000 will be assessed.</p>
12.8.27	Other Traffic Citations	<p><b>Performance Standard:</b> Less than one (1) parking and/or traffic tickets/citations for all <i>LakeXpress and LCC</i> revenue and non-revenue vehicles per month.</p>
		<p><b>Methodology:</b> Review and evaluation of traffic and parking citations received by the Vendor and the County.</p>
		<p><b>Penalties:</b> The Vendor will be charged one times the current hourly base rate for each citation and any related fees as a result of delayed payment of applicable fines and/or fees due to delayed notification of the County of the Vendors infraction.</p>
12.8.27	Accidents	<p><b>Performance Standard:</b> Total non-serious accidents involving all LakeXpress and Lake County Connection revenue and non-revenue service vehicles shall not increase by more than ten percent (10%) over the previous fiscal year.</p>
		<p><b>Methodology:</b> Evaluation of accident reports, videos, patron reports and random inspections.</p>
		<p><b>Penalties:</b> Ten (10) times the Vendor's current hourly rate for each accident that is more than ten percent of accidents classified as serious. Vendor will be charged \$5,000 for each accident.</p>
12.8.27	Accidents	<p><b>Performance Standard:</b> Not more than ten percent (10%) of the accidents classified as "serious" as defined by the Federal Transit Administration (FTA) in each fiscal year.</p>
		<p><b>Methodology:</b> Evaluation of accident reports, videos, patron reports and random inspections.</p>
		<p><b>Penalties:</b> Twenty (20) times the Vendor's current hourly rate for each accident that is more than ten percent of accidents classified as serious: Vendor will be charged \$50,000 for each serious accident with non-revenue or revenue service vehicles.</p>
12.8.27	Accidents	<p><b>Performance Standard:</b> The accident rate shall not exceed four (4) accidents per 100,000 revenue miles for all revenue service vehicles.</p>
		<p><b>Methodology:</b> Evaluation of accident reports, videos, patron reports and random inspections.</p>
		<p><b>Penalties:</b> Five times the Vendor's current hourly rate for four (4) or more accidents per 100,000 miles. Vendor will be charged \$25,000 multiplied by each four accidents beyond the four accidents per 100,000 miles of revenue service.</p>
12.8.27	Accidents	<p><b>Performance Standard:</b> Zero (0) accidents at the transit property.</p>
		<p><b>Methodology:</b> Evaluation of accident reports, videos, patron reports and random inspections on the transit property and at the storage facility.</p>

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			<p><b>Penalties:</b> Twenty (20) times the Vendor's current hourly rate for each accident that is more than ten percent of accidents classified as serious. Vendor will be charged \$50,000 for each serious accident with non-revenue or revenue service vehicles.</p> <p><b>Performance Standard:</b> Zero (0) fatalities in the performance of the Contract.</p> <p><b>Methodology:</b> Evaluation of accident reports, videos, patron reports and random inspections on the transit property and at the storage facility and for all revenue and non-revenue vehicles.</p> <p><b>Penalties:</b> One hundred thousand dollars (\$500,000.00) for each accident or incident resulting in a fatality found to be caused by Vendor.</p>
12.8.27	Accidents	150	<p><b>Performance Standard:</b> One hundred percent (100%) of all accident/incident reports evidencing damage to County facilities, grounds, rolling stock or equipment shall be submitted to the County within twenty-four (24) hours of the accident or incident. The County shall be notified of all accidents and/or incidents within one (1) hour of Vendor's knowledge of the accident and/or incident. Unreported accidents and incidents will be assessed from the day of the accident/incident to the day the report is received.</p> <p><b>Methodology:</b> Review and evaluation of accident/incident reports and notification of reported accidents or incidents and review of parts, service and repair work orders.</p> <p><b>Penalties:</b> Ten (10) times the Vendor's current hourly rate for each accident/incident that the County is not notified of within one (1) hour of Vendor coming to the knowledge of the accident/incident. Failure to notify the County of the accident/incident causing damage to County facilities, grounds, rolling stock or equipment within one (1) hour of being made aware of the damage shall result in the County withholding five hundred dollars (\$500.00) per day of non-County notification.</p>
12.8.27	Accidents	150	<p><b>Performance Standard:</b> One hundred percent (100%) of all transit revenue and non-revenue vehicles shall be maintained and repaired by the Vendor on an on-going basis, including painting, lettering, numbers, logos and striping within seven (7) days of notification of missing painting, lettering, numbers, logos and striping. The County shall inspect one hundred percent (100%) of all transit revenue vehicles for compliance on a regular basis. The County shall be notified of all painting, lettering, numbers, etc. within one (1) day of Vendor being made aware of the needed repair.</p> <p><b>Methodology:</b> Review and evaluation of all lettering, painting, numbers, logos and striping and reports from County Vendor on signing, striping, logos, numbers and lettering and review of compliant logos and numbers and driver pre-post trip inspection reports</p>
12.8.27	Vehicle Body Damage & Maintenance	151	

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		<p><b>Penalties:</b> The Vendor's failure to repair signing, striping, logos, lettering and numbers within seven (7) days, and/or notifying the County of delays beyond the seven (7) day period, shall result in the County withholding one thousand dollars (\$1,000.00) per incident and \$500 per day until the vehicle is repaired and returned into revenue service. Failure to notify the County of the signing, striping, logos, letter and numbers, one (1) hour of being made aware of the damage shall result in the County withholding \$500 per day for non-County notification.</p>
12.8.27	Vehicle Body Damage & Maintenance	<p><b>Performance Standard:</b> Any and all incidental and/or minor body damage shall be fully repaired by the Vendor within <b>fourteen (14) calendar days</b> of the accident and/or discovery of damage. The County will be notified of incidental and/or body damage within <b>one (1)</b> hour of Vendor being made aware of the incidental and/or body damage.</p>
		<p><b>Methodology:</b> Review and evaluation of accident/incident reports and notification of reported accidents or incidents and body damage, pre-trip and post-trip inspections, random inspections and driver notification.</p>
		<p><b>Penalties:</b> The Vendor's failure to repair minor body damage in the time frame specified, and/or notifying the County of delays beyond the fourteen (14) days shall result in the County withholding five thousand dollars (\$5,000.00) per repair incident and \$500 per day until the vehicle is repaired and returned into revenue service. Failure to notify the County of the incidental and/or minor body damage within one (1) hour of being made aware of the damage shall result in the County withholding \$500 per day for non-County notification.</p>
12.8.27	Vehicle Body Damage & Maintenance	<p><b>Performance Standard:</b> Any and all major body damage shall be fully repaired by the Vendor within <b>thirty (30) days</b> of the accident and/or discovery of damage. The County will be notified of major body damage within <b>one (1)</b> hour of Vendor being made aware of the major body damage.</p>
		<p><b>Methodology:</b> Review and evaluation of accident/incident reports and notification of reported accidents or incidents and body damage, pre-trip and post-trip inspections, random inspections and driver notification.</p>
		<p><b>Penalties:</b> The Vendor's failure to repair major body damage in the time frame specified, and/or notifying the County of delays beyond the thirty (30) days, shall result in the County withholding fifty-thousand dollars (\$50,000.00) per repair incident and \$500 per day until the vehicle is repaired and returned into revenue service. Failure to notify the County of the major body damage within one (1) hour of being made aware of the damage shall result in the County withholding \$500.</p>
12.8.27	ASE Certifications, Safety and Maintenance Training	<p><b>Performance Standard:</b> The Vendor shall ensure that all maintenance personnel, all maintenance managers, and team leaders have ASE certifications and receive the appropriate safety and maintenance training necessary to support this Contract.</p>

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		<p><b>Methodology:</b> Review of credentials of all maintenance personnel and their relevant ASE Certifications, maintenance and safety training credentials in monthly reports of training and certification.</p> <p><b>Penalties:</b> The Vendor's failure to have all maintenance work performed by ASE Certified mechanics shall result in the County withholding the current hourly rate for each hour of work performed by non-certified mechanics and technician.</p>
12.8.27	Deliverables	<p><b>Performance Standard:</b> The Vendor is required to provide one hundred percent (100%) of all deliverables within the time frames specified complete and in the proper format requested.</p> <p><b>Methodology:</b> Receipt and evaluation of complete and accurate deliverables consistent with the prescribed format, condition and placement.</p> <p><b>Penalties:</b> Five (5) times the Vendor's current hourly base rate for each occurrence of non-compliance with required delivery format and \$500.00 per occurrence.</p>
12.8.27	Drug & Alcohol Testing	<p><b>Performance Standard:</b> The Vendor shall provide annual certification of compliance with regulations to include current certifications for the Medical Review Officer (MRO) and all facilities where testing is conducted. On a monthly basis the Vendor must provide copies of random drug and alcohol tests; documentation of required training; and any accident/incident reports that are defined by the FTA as reportable.</p> <p><b>Methodology:</b> Receipt and evaluation of Substance Abuse Policy and annual certification of compliance and results of random drug testing performed by the Vendors MRO.</p> <p><b>Penalties:</b> Five (5) times the Vendor's current hourly base rate for each occurrence of non-compliance with required FTA Drug and Alcohol random drug and alcohol screenings and an additional one thousand dollars (\$1,000).</p>
12.8.27	Required Facility, Equipment and Staffing	<p><b>Performance Standard:</b> The Vendor shall provide all facilities machinery, equipment, and staff necessary to support this Contract in accordance with the terms herein.</p> <p><b>Methodology:</b> Review of performance standards and Vendor inspection reports and maintenance of fleet, facilities, parts, staff and equipment for compliance with all OEM, state, local and federal requirements and standards.</p> <p><b>Penalties:</b> Failure to provide the necessary machinery, facilities, equipment and staff to support this Contract may lead to termination and a charge of \$250,000 if the Vendor is found to not have the technical and financial capacity to manage the maintenance of Lake County's revenue and non-revenue transit vehicles.</p>
12.8.27	Repair Time Completion/Delivery	<p><b>Performance Standard:</b> The Vendor shall provide an estimated time of repair for all parts, powertrain and PM based on the Maintenance Information System standards provided to the County in this proposal. The Vendor shall provide the County with notification of all repair times and delays in repair times within one (1) day of known delay.</p>

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			<p><b>Methodology:</b> Review of repair standards, pre-trip and post-trip inspection and the standards in the MIS and the inspection of vehicles and repair notices and actual repair dates provided by the Vendor to the County.</p>
			<p><b>Penalties:</b> Five (5) times the Vendor's current hourly base rate for each occurrence of non-compliance with the MIS Repair standard and failure to notify the County within one day of delays beyond standard MIS repair shall result in the Vendor assuming the associated costs of the repairs and the delay at a cost of \$500.00 per day of delay.</p>
12.8.27	Delivery, Pick-Up and Storage of Vehicles	156	<p><b>Performance Standard:</b> The Vendor must notify the County, or its designee via telephone and email within one (1) hour of completed repairs and maintenance advising that the vehicle is available for pick-up or drop-off. The Vendor must receive signature from the County and/or its designee on the vehicle delivery form documenting at the minimum, the date, time and location of delivery or pick-up by the Vendor and/or the County.</p>
			<p><b>Methodology:</b> Verification of road call reports, maintenance standards, maintenance records and other vehicle history data submitted in the Vendor's submission of daily, weekly, monthly and annual repair reports to the County showing adherence the standards concerning repair notification and processing of repairs.</p>
			<p><b>Penalties:</b> The Vendor's failure to notify the County of vehicles available for pick-up and/or delivery following repairs, maintenance, etc. shall result in the County withholding one thousand dollars (\$1,000.00) per incident and five hundred dollars (\$500.00) per day until the vehicle returned into revenue service. Failure to notify the County of the completed repairs and availability of vehicle to pick-up or drop-off within one (1) hour of being made aware of the vehicle available to return to revenue service, shall result in the County withholding \$500 per day for each occurrence of non-notification.</p>
12.8.27	Road Calls	157	<p><b>Performance Standard:</b> One hundred percent (100%) of all road call repairs diagnostics shall be completed within <b>twenty-four (24) hours</b> of notification to the Vendor of needed repairs. The County will be notified of the estimated repair needs within <b>one (1) hour</b> of Vendor being made aware of the needed repair. All repairs, chargeable (maintenance/repair item) or non-chargeable (warranty item), will be completed within three (3) days, unless Vendor notifies County of related parts, warranty delays.</p>
			<p><b>Methodology:</b> Verification of road call reports, maintenance standards, maintenance records and other vehicle history data submitted in the Vendor's submission of daily, weekly, monthly and annual repair reports to the County showing adherence the standards concerning repair notification and processing of repairs.</p>



**Attachment 6**

**Bond Forms**

(to be completed and provided upon County request)

BOND NUMBER: \_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that We,

Contractor \_\_\_\_\_

Contractor Address \_\_\_\_\_

Contractor Address 2 \_\_\_\_\_

Contractor Telephone \_\_\_\_\_

(hereinafter called the “Principal”), whose principal business address and telephone number is as stated above; and

Surety \_\_\_\_\_

Surety Address \_\_\_\_\_

Surety Address 2 \_\_\_\_\_

Surety Phone \_\_\_\_\_

(hereinafter called the “Surety”), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the “Obligee”), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal has entered into a contract with Obligee for \_\_\_\_\_ under Bid No. \_\_\_\_\_ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;
2. Pays Obligee any and all losses, damages, costs and attorneys’ fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety’s obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05, Florida Statutes, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Witness as to Principal

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

The forgoing instrument was acknowledged before me this \_\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a \_\_\_\_\_  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced  
\_\_\_\_\_ as identification and who did/did not take an oath.

NOTARY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

SURETY

\_\_\_\_\_  
(Surety Name)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

OR

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
As Attorney In Fact (Attach Power of Attorney)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

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

The forgoing instrument was acknowledged before me this \_\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a \_\_\_\_\_  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced  
\_\_\_\_\_ as identification and who did/did not take an oath.

NOTARY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

Bond Number: \_\_\_\_\_

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that We,

Contractor \_\_\_\_\_  
Contractor Address \_\_\_\_\_  
Contractor Address 2 \_\_\_\_\_  
Contractor Telephone \_\_\_\_\_

(hereinafter called the “Principal”), whose principal business address and telephone number is as stated above; and

Surety \_\_\_\_\_  
Surety Address \_\_\_\_\_  
Surety Address 2 \_\_\_\_\_  
Surety Phone \_\_\_\_\_

(hereinafter called the “Surety”), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the “Obligee”), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal and Obligee have reached a mutual agreement (hereinafter referred to as the “Contract”) for \_\_\_\_\_ Bid No. \_\_\_\_\_ said Contract being made a part of this Bond by this reference.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys’ fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ (the date of issue by the Surety or by the Surety’s agent and the date of such agent’s power-of-attorney).

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Witness as to Principal

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

The forgoing instrument was acknowledged before me this \_\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced  
\_\_\_\_\_ as identification and who did/did not take an oath.

NOTARY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

SURETY

\_\_\_\_\_  
(Surety Name)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Witness as to Surety

**OR**

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
As Attorney In Fact (Attach Power of Attorney)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced  
\_\_\_\_\_ as identification and who did/did not take an oath.

NOTARY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

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Performance and Payment Bonds Recording Fees

Upon award of the bid, all original Performance and Payment bonds will be submitted to Lake County Procurement Services for recording of said bonds. The bonds will be acceptable to the County only if the following conditions are met:

- The Surety is licensed to do business in the State of Florida;
- The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
- The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;
- The Surety is otherwise in compliance with the Florida Insurance Code;
- The Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds \$500,000.; and
- The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. ss9304.

The cost to record Performance and Payment Bonds is: Ten Dollars (\$10.00) for the first page and Eight Dollars and Fifty Cents (\$8.50) for each additional page. A check shall be submitted by the CM made payable to Neil Kelly, Clerk of the Court.

## **Attachment 7**

### **Repair Time Standards\***

**\* Incorporated by reference, provided as a separate document on the website**

## **Attachment 8**

PM Final Report\*

\* Incorporated by reference, provided as a separate document on the website

## **Attachment 9**

### **TCRP Synthesis 22 Maintenance Standards\***

**\* Incorporated by reference, provided as a separate document on the website**

## **Attachment 10**

### **TCRP Synthesis 12 Transit Bus Line Cleaning\***

**\* Incorporated by reference, provided as a separate document on the website**

## **Attachment 11**

### **Federal Clause Set and Forms\***

Vendor shall complete certifications B.1 through B.5 herein and provide such under Tab C of the initial proposal response.

**\* Incorporated by reference, provided as a separate document on the website**

## **Attachment 12**

### **Scope of Work\***

**\* Incorporated by reference, provided as a separate document on the website**

## **Attachment 13**

### **Excel Version of Pricing Tables\***

Vendors are encouraged, but not required, to utilize the excel version of the pricing tables provided under this attachment number. Using the excel version will enable vendors to enter unit pricing with established formulas working all related pricing extensions and totals. Vendor shall submit hard copy of completed tables within Tab C of their response to this solicitation.

**\* Incorporated by reference, provided as a separate document on the website**