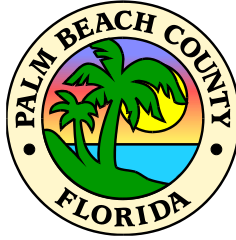


Board of County Commissioners

Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal R. Valeche
Greg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay



County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.com/purchasing

REQUEST FOR PROPOSAL
FOR FEDERALLY FUNDED GOODS/SERVICES

RFP NO. F-19-019/SS

Palm Beach County Board of County Commissioners
and
Palm Tran, Inc.
are seeking
Proposals for:

GENERAL PLANNING CONSULTANT (GPC) SERVICES
ON AN "AS NEEDED BASIS"

Date issued/available for distribution: April 16, 2019

Proposer **shall** submit one (1) unbound original, eight (8) bound copies, and one (1) electronic copy in pdf (CD or flash drive) of the complete proposal, which must be received in the Office of the Purchasing Department no later than **May 15, 2019, 4:00 p.m. local time. See Section 1.8 of the RFP for Mailing Instructions.**

Non-Mandatory Pre-Proposal Conference: See Section 1.5 of this Solicitation.

**ENVELOPE MUST BE IDENTIFIED WITH THE
DEADLINE DATE FOR RECEIPT OF PROPOSALS
AND
THE RFP NUMBER.**

C A U T I O N

In order to do business with Palm Beach County vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. As they are issued, all Amendments to solicitations will be posted under the applicable solicitation on our VSS system.

Palm Beach County shall not be responsible for the completeness of any Request for Proposal package not downloaded from our VSS system or obtained directly from Palm Beach County Purchasing Department.

**IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE
REQUESTED IN AN ALTERNATE FORMAT**

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SECTION 1

GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposal (RFP) is issued for the County of Palm Beach, hereinafter referred to as “County”, by the Purchasing Department for the benefit of Palm Tran, Inc., herein after referred to as “Palm Tran”. The Purchasing Department is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the Purchasing Department. See Section 1.9, Contact Person.

1.2 INTRODUCTION

Palm Beach County is seeking proposals for General Planning Consultant (GPC) Services from qualified consultants to assist Palm Tran staff in performing a wide range of Transportation Planning, Fixed Route Operations and Maintenance, Paratransit Service Operations, Financial and Accounting, Procurement and Materials, Information Technology (IT), Intelligent Transportation Systems, Marketing, Geographic Information System (GIS), Equal Employment Opportunity, Security and Safety, and Human Resources. Palm Tran will request consultant services on an “as-needed basis”. The successful proposer(s) will be required to comply with all applicable Federal Transit Administration (FTA) rules and regulations, Federal and State rules and regulations, as well as those of Palm Beach County. Applicable projects will be required to conform to the American with Disabilities Act (ADA).

1.3 GENERAL INFORMATION

The CONSULTANT(s) will provide these services to assist Palm Tran staff in performance of the Palm Tran’s mission. The CONSULTANT(s) will provide all professional, technical, clerical, subconsultant, subcontracting and other services necessary to perform the tasks assigned. The CONSULTANT(s) will function as an extension or augmentation of Palm Tran’s staff by providing qualified technical and professional personnel to perform the duties and responsibilities. The CONSULTANT(s) will also provide particular expertise on an “as needed basis” to augment the Palm Tran technical staff and its expertise.

1.4 PERIOD OF CONTRACT

The proposed effective date of this Contract is August 20, 2019. The selected proposer(s) will provide services for a three (3) year period ending August 19, 2022. Two (2) one (1) year renewal option(s) offered by the County, at the County’s sole discretion, may be included.

1.5 **NON-MANDATORY PRE-PROPOSAL CONFERENCE**

All proposers are **invited** to attend a Non-Mandatory Pre-Proposal Conference that will be held at the Purchasing Department, 50 South Military Trail, Room 1N-142 North/South, West Palm Beach, Florida 33415, on April 24, 2019, commencing at 10:00 a.m. local time. At this time, the County's representative(s) will be available to answer any questions relative to this Request for Proposal. Any questions or comments arising subsequent to the Non-Mandatory Pre-Proposal Conference must be presented, in writing, prior to the date and time stated in the Timetable (see Section 1.7) of the RFP, to be discussed with the County's representative(s) as possible amendments to the RFP.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least three days notice.

1.6 **QUALIFICATION OF PROPOSERS**

All proposers to this RFP shall have demonstrated experience in supplying such services and shall meet all criteria/requirements identified in this RFP.

1.7 **TIMETABLE**

The anticipated schedule and deadline for the RFP and Contract approval are as follows:

<u>Activity</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
RFP available for Download from VSS: https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService	4/16/19	4:00 p.m.	Purchasing Department 50 S. Military Trail, Ste. 110 W. P. B., FL 33415
Non-Mandatory Pre-Proposal Conference	4/24/19	10:00 a.m.	Purchasing Department 50 S. Military Trail Room 1N-142 North/South W. P. B., FL 33415
Deadline for receipt of questions or comments	4/29/19	5:00 p.m.	Purchasing Department 50 S. Military Trail, Ste. 110 W. P. B., FL 33415
Deadline for receipt of Proposals	5/15/19	4:00 p.m.	Purchasing Department 50 S. Military Trail, Ste. 110 W. P. B., FL 33415

Selection Committee Meeting	6/04/19	10:00 a.m.	Purchasing Department 50 S. Military Trail Room 1N-142 North/South W.P.B., FL 33415
Oral Presentations/ Selection Committee Meeting (if conducted)	6/18/19	10:00 a.m.	Purchasing Department 50 S. Military Trail Room 1N-142 North/South W.P.B., FL 33415
Posting Date of Notice of Intent to Award	6/26/19		Purchasing Department 50 S. Military Trail, Ste. 110 W.P.B., FL 33415 www.pbcgov.com/purchasing
BCC Award Date	8/20/19		Governmental Center 301 N. Olive Avenue, 6th Floor W.P.B., FL 33401
Contract Start Date	8/20/19		

NOTE: County reserves the right to alter the above activities and/or times at the County's sole discretion.

1.8 PROPOSAL SUBMISSION

All proposals must be submitted on 8 ½" x 11" paper.

One (1) unbound original, eight (8) bound copies, and one (1) electronic copy in pdf (CD or flash drive) of the complete proposal must be received in the Purchasing Department by May 15, 2019, 4:00 p.m. local time. The original and all copies must be submitted in a sealed envelope or container. The proposer's complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name
Address
Phone No.

Palm Beach County
Board of County Commissioners
Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415
ATTN: Sandy Shea, Senior Buyer
RFP No. F-19-019/SS

Title: GENERAL PLANNING CONSULTANT (GPC) SERVICES ON AN "AS NEEDED BASIS"

Due Date: May 15, 2019, 4:00 p.m. local time.

The Purchasing Department's office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays observed by the County

Proposers are responsible for informing any commercial delivery services, if used, of all delivery requirements and for insuring that the required address information appears on the outer wrapper or envelope used by such service.

The Price Proposal Page(s) (Appendix A) must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer ("Authorized Person").

The submission of a signed proposal by a proposer will be considered by the County as constituting a legal offer by the proposer to perform the required services at the proposed pricing identified therein.

1.9 CONTACT PERSON

The contact person for this RFP is Sandy Shea, Senior Buyer, at (561) 616-6808, e-mail address sshea@pbcgov.com or fax number (561) 242-6708 in the Purchasing Department.

Proposers are advised that from the date of release of this RFP until award of the contract, **NO contact with County staff and/or designated Selection Committee members concerning this RFP is permitted, except as authorized by the contact person designated herein.**

1.10 LOBBYING

- A. **CONE OF SILENCE:** Proposers are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a proposer or anyone representing the proposer from communicating with any County Commissioner, County Commissioner's staff, or any County employee authorized to act on behalf of the Board of County Commissioners to award a particular contract regarding its proposal, i.e., a "Cone of Silence". The "Cone of Silence" is in effect from the date / time of the deadline for submission of the proposal, and terminates at the time that the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all proposals, or otherwise takes action that ends the Solicitation process. Proposers may, however, contact any County Commissioner, County Commissioner's staff, or any County employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- B. **BYRD ANTI-LOBBYING AMENDMENT FOR PROCUREMENTS VALUED AT OR IN EXCESS OF \$100,000 (Certification Required – Appendix E)**: Proposers who apply or propose for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the proposer.

A completed certificate attached hereto titled Byrd Anti-Lobbying (Appendix E) is required to be submitted with the proposal. Upon request, proposer agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontracts and sub-consultants after Contract award.

1.11 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made in writing via fax, e-mail or U.S. Mail, no later than Deadline for receipt of questions and comments to the address listed in the RFP Timetable (Section 1.7) or fax number or e-mail address listed for the Contact Person (Section 1.9) above. The request must contain the proposer's name, address, phone number, facsimile number and e-mail address.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, facsimile number and e-mail address.

Changes to this RFP, when deemed necessary by the County, will be completed only by written Amendment(s) issued prior to the Deadline for receipt of proposals. Proposers should not rely on any representations, statements or explanation other than those made in the RFP or in any Amendment to this RFP. Where there appears to be a conflict between the RFP and any Amendment issued, the last Amendment issued shall prevail.

As they are issued, all Amendments to solicitations will be posted under the applicable solicitation on the County's on-line Vendor Self-Service (VSS) system at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. It is the sole responsibility of the proposer to routinely check VSS for any Amendments that may be issued prior to the Deadline for receipt of proposals. The County shall not be responsible for the completeness of any RFP package not downloaded from VSS or obtained directly from the Palm Beach County Purchasing Department.

It is the proposer's sole responsibility to assure receipt of all Amendments. The proposer should verify with the designated Contact Person (see Section 1.9) prior to submitting a

proposal that all Amendments have been received. Proposers are required to acknowledge the receipt of all Amendments as part of their proposal.

SECTION 2 GENERAL TERMS AND CONDITIONS

2.1 PROPOSAL GUARANTEE

Proposer guarantees their commitment, compliance, and adherence to all requirements of the RFP by submission of their proposal.

2.2 MODIFIED PROPOSALS

Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the Deadline for receipt of proposals. The County will only consider the latest proposal submitted.

2.3 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn only by written notification. Letters of withdrawal received after the Deadline for receipt of proposals will not be accepted unless the contract has been awarded to another vendor or no award has been made within ninety (90) days after the Deadline for receipt of proposals.

Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a contract is awarded.

2.4 LATE PROPOSALS, LATE MODIFIED PROPOSALS

Proposals and/or modifications to proposals received after the Deadline for receipt of proposals specified in the RFP Timetable (Section 1.8) are late and shall not be considered.

2.5 RFP POSTPONEMENT / CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; waive any minor irregularities in this RFP or in the proposals received as a result of this RFP; postpone or cancel, at any time, this RFP process; or re-advertise this RFP.

2.6 COSTS INCURRED BY PROPOSERS

All expenses incurred with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the proposer. No payment will be made for proposals received, nor for any other effort required of or made by the

proposers, prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

2.7 PUBLIC RECORDS AND PROPRIETARY / CONFIDENTIAL INFORMATION

Any material submitted in response to this Request for Proposal is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential. All submitted information that the responding proposer believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential. For proposer's contractual obligations regarding to public records, please refer to Article 26 of the attached Sample Standard Contract.

2.8 NEGOTIATIONS

The County may award a contract on the basis of initial proposals received, without discussions. Therefore, each submitted proposal should contain the proposer's best price and technical offer.

2.9 POSTING OF INTENT TO AWARD AND RIGHT TO PROTEST

The Intent to Award shall be publicly posted for review at the Purchasing Department and on the Purchasing Department website at www.pbcgov.com/purchasing prior to final approval. The Intent to Award shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.

Any proposer may protest the Intent to Award by submitting a written protest to the Director of Purchasing within five (5) business days after posting the Notice of Intent to Award in accordance with Chapter 2, Article II, Section 2-55 of the Palm Beach County Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705.

2.10 PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and

punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

2.11 RULES; REGULATIONS; LICENSING REQUIREMENTS

The proposer shall comply with all federal, state and local laws, ordinances, and regulations applicable to the services contemplated herein, to include those applicable to Conflict of Interest/Organizational Conflict of Interest/Gift Policy (See Article 20 of attached Sample Standard Contract). Proposers are presumed to be and shall be familiar with all federal, state and local laws, ordinances, codes and regulations that may, in any way, affect the services offered, to include Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 C.F.R. 60); Clean Air Act (42 U.S.C. 7401); Federal Water Pollution Act (33 U.S.C. 1251-1387); Federal Contract Work Hours and Safety Standards (40 U.S.C. 3701); Scientific Research and Development and Copyright and Patent Rights (37 C.F.R. 401); Mandatory Standards and Policies Relating to Energy Efficiency (42 U.S.C. 6201); Procurement of Recovered Materials for Goods Valued above \$10,000 (40 C.F.R. 247-247.17); Program Fraud and False or Fraudulent or Related Acts (31 U.S.C. 38); and Federal Criminal Law/False Statements Act (31 U.S.C.3279). (See Articles 37 – 42 of the Sample Standard Contract).

2.12 CRIMINAL HISTORY RECORDS CHECK

Pursuant to Palm Beach County Code Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of contractors and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U.S. Federal Bureau of Investigation's CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The proposer is solely responsible for understanding the financial, schedule, implications, and/or staffing implications of this Ordinance. Further, the proposer acknowledges that its proposal price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

2.13 REVIEW OF PROPOSALS

Each proposal will be reviewed to determine if the proposal is responsive to the RFP. Proposals deemed to be non-responsive will be rejected without being evaluated by the Selection Committee. A responsive proposal is one which has been signed, has been submitted by the specified submission time, and has provided the information required to

be submitted with the proposal (as stated in Section 3). While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of your proposal, especially information relating to establishing financial/business stability. Proposers who fail to comply with all of the required and/or desired elements of this RFP, do so at their own risk.

2.14 EXCEPTIONS TO THE RFP

All exceptions contained in any proposal must be specific, and the proposer must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate the proposal. Proposers are cautioned that submitting an alternative proposal does not relieve the proposer from submitting the "Minimum Requirements" as stated in Section 3. The County is under NO obligation to accept any proposed exceptions or alternatives to this RFP.

2.15 SELECTION PROCESS

All proposals timely received will be reviewed first by the Purchasing Department to determine if each proposer has submitted the required information and met all Proposal Requirements (as stated in Section 3). Those proposals fulfilling the Proposal Requirements shall be referred to the Selection Committee for review and further consideration.

The Selection Committee will evaluate all responses to this RFP that meet the Proposal Requirements and are deemed responsive. The Selection Committee may evaluate all proposals based solely on the information submitted with the proposal. Accordingly, proposers are urged to ensure that their proposal contains all the necessary information for the Selection Committee to fairly and accurately evaluate each of the criteria listed below in Section 2.16. However, an oral presentation, additional written information, internal staff analysis, proposer presentations, outside consultants, and/or any other information may be required, at any time during the selection process, to help the Committee determine the final ranking of proposers. The Selection Committee may determine, as the result of additional information, that the impact of this information is significant and may be considered in the scoring and/or ranking, at the discretion of the Committee.

The Selection Committee shall meet in public session as necessary to score each proposal by reviewing each proposal against the evaluation criteria listed below, see Section 2.16. Upon completion of the Selection Committee's review and discussion of all the responsive proposals submitted, each Selection Committee Member shall score each proposal and total the scores for each proposal. The proposals shall be assigned a ranking based upon the totals of each Selection Committee Member's score for each proposal.

After the Selection Committee has developed an overall ranking for each proposer, the committee will then review, discuss, and declare either: (1) the proposal(s) ranked the

highest as its “finalist” and make its recommendation for award of the contract OR (2) determine that it is not in the best interest of the County to award solely on the basis of the initial proposals and oral interviews, if conducted. In the latter instance, the Selection Committee may form a competitive range, or short list, comprised of only those proposers who have a reasonable chance of being selected for award. The Selection Committee may then hold discussions and negotiate with those proposers still within the competitive range. At the conclusion of discussions and negotiations, proposers may be asked to submit a Best and Final Offer (BAFO). The BAFO will be scored in the same manner as the original proposals and assigned rankings. The Selection Committee will then declare the proposal ranked the highest as its “finalist” and make its recommendation for award of the contract.

2.16 EVALUATION CRITERIA

- | | |
|--|---|
| 1. Experience/Qualifications
Background/References
(See Section 3.1) | Weight <u>35</u> % (<u>35</u> pts) |
| 2. Project Approach/Understanding
(See Section 3.2) | Weight <u>35</u> % (<u>35</u> pts) |
| 3. Key Personnel and Operations
(See Section 3.3) | Weight <u>20</u> % (<u>20</u> pts) |
| 4. Price Proposal
(See Section 3.5) | Weight <u>10</u> % (<u>10</u> pts) |

2.17 AWARD OF CONTRACT

The County reserves the right to make up to two (2) awards, primary and secondary per Service Category for this solicitation on a ranking basis. The awards, if any, will be made to the two (2) highest ranked responsive, responsible proposer(s) per Service Category whose proposal(s) are considered to be the most advantageous to the County based on the Selection Committee’s opinion after review of every such proposal including, but not limited to, price.

In the event that this right is exercised, for each service category, the highest ranked responsive, responsible proposer shall be designated the Primary CONSULTANT and the second highest ranked responsive, responsible proposer shall be designated the Secondary CONSULTANT. The Primary CONSULTANT shall be given the first opportunity to perform. The second ranked CONSULTANT shall be contacted **only** after the Primary CONSULTANT is unable to perform. The Primary CONSULTANT shall be given the first opportunity to perform until the needs of Palm Tran are met. The Primary CONSULTANT is expected to perform all work offered, unless they are unable to perform it for lack of resources or technical ability, in which case the work shall be offered to the second ranked consultant. The Primary CONSULTANT may be found in default of the

contract if they demonstrate that they are consistently unable to provide requested services during the term of the contract. Additionally, if during the term of the contract the primary consultant is found in default of the contract, does not agree to renew the contract or unilaterally terminates the contract, the rights, duties, and obligations of the primary consultant shall be offered to the second ranked consultant and awarded upon mutual agreement.

Upon review and approval of the Selection Committee's recommendation for award, the Purchasing Department will post the award recommendation(s) at the Purchasing Department and on the Purchasing Department website at www.pbcgov.com/purchasing for a period of five (5) business days for review by interested parties prior to final approval of the award. The apparent successful proposer(s) will be notified of the recommendation for award by mail. The recommended CONSULTANT(s) shall provide documentation that demonstrates that the individual(s) executing the Contract has the authority to do so and to legally bind the recommended consultant. A contract must be completed and executed by the successful proposer(s) and the County and, when appropriate, by the Board of County Commissioners before it becomes valid and effective. If these conditions and contract negotiations, if applicable, are not met and/or completed within a reasonable timeframe as determined by the County, the County may elect to cancel the Recommended Award to that proposer and make the award recommendation to the next most advantageous proposer. This process may continue until such time as the County has determined to cancel the procurement in its entirety. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.

2.18 DISCLOSURE OF OWNERSHIP INTEREST

Pursuant to a directive by the Board of County Commissioners, the Disclosure of Ownership Interest affidavit (DOIA) (See Appendix G) must be completed on behalf of any individual or business entity that seeks to do business with the County when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, F.S., whose interest is for sale to the general public.

Upon request from the Purchasing Department, the recommended CONSULTANT(s) shall submit a completed DOIA within a reasonable time, as requested. If the recommended consultant fails to submit a completed DOIA in a timely manner, the County, at its sole discretion, may elect to cancel the Recommended Award.

2.19 STANDARD CONTRACT PROVISIONS (ATTACHMENT 1)

The selected proposer(s) will be required to execute a contract similar to the attached Sample Standard Contract (Attachment 1). If a proposer has comments related to any of the provisions in this RFP and/or the Sample Standard Contract, comments must be made, in writing, no later than the date specified in the RFP Timetable (see Section 1.7).

The Sample Standard Contract provisions (general and specific) will be incorporated into any contract resulting from this RFP. Should any selected proposer(s) and the County be unable to consummate a written contract, the County may proceed to the next most advantageous proposal as determined by the Selection Committee or issue a new Solicitation or cancel the procurement process in its entirety.

2.20 COMMENCEMENT OF WORK

This RFP does not, by itself, obligate the County. The County's obligation will commence when the contract is approved by the Board of County Commissioners or their designee and upon written notice to the proposer. The County may set a different starting date for the contract. The County will not be responsible for any work done by the proposer(s), even work done in good faith, if it occurs prior to the contract start date set by the County.

2.21 INSURANCE REQUIREMENTS

Prior to the effective date of the Contract, it shall be the responsibility of the successful proposer to provide evidence of the minimum amounts of insurance coverage specified in Attachment 1, Article 14, to Palm Beach County through the County's designated representative, JDi Data Corporation, 100 W. Cypress Creek Road, Suite 1052, Ft. Lauderdale, FL 33309, using the Ctrax Portal unless otherwise directed by the County.

The successful proposer(s) shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein (see Attachment 1, Article 14). Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the successful proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful proposer under the Contract.

2.22 DRUG FREE WORKPLACE CERTIFICATION

Proposers should submit, with their proposal, an executed Drug Free Workplace Certification (Appendix F) indicating that the proposer has implemented a Drug Free Workplace Program that meets the requirements of Section 287.087, F.S.

2.23 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

The County has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The successful proposer, if prime subcontracts are to be let, shall take the Affirmative Steps listed below in paragraphs a) through e) of this Section.

AFFIRMATIVE STEPS must include:

- a. Placing qualified small and minority businesses and women's business enterprises on Solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2.24 AUTHORIZED SIGNATURE

The authorized representative signature required on all offers and the Contract must be made by an officer of the company (if applicable).

SECTION 3 PROPOSAL REQUIREMENTS

PROPOSAL FORMAT AND CONTENT:

Format

Proposer **shall** submit one (1) unbound original, eight (8) bound copies, and one (1) electronic copy in pdf (CD or flash drive) of the complete proposal. Proposals should be typed, double-spaced and submitted on 8 ½" x 11" size paper. Copies should be bound using a single method of fastening (e.g., stapled, binder, etc.). Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

Table of Contents

Proposals should contain a Table of Contents. The Table of Contents outlines in sequential order, all of the areas of the proposal and it allows for clarity and ease of review of the proposal.

Letter of Transmittal

Proposals should contain a Letter of Transmittal addressed to Sandy Shea, Senior Buyer, and should, at a minimum, contain the following:

- a. Identification of proposer, including name address and telephone number.
- b. Proposed working relationship between proposer and subcontractors, if applicable.
- c. Name, title, address, telephone/fax numbers and e-mail address of contact person during period of proposal evaluation.
- d. Signed by a person authorized to bind proposer to the terms of the proposal.

Technical Proposal

Proposals shall contain all of the documents listed below, each fully completed, signed, and notarized as required. Failure of a proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

The item(s) marked by an asterisk (*) should be a part of the proposal; however, if these items are omitted, the proposer must submit the item(s) upon request from the County within a time frame specified by the County (normally within two working days of request) or the proposal shall be deemed non-responsive. All other items must be submitted with the proposal or it shall be deemed non-responsive.

Notwithstanding these proposal requirements, the County reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the County (normally within two working days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.

Each of the following requirements should be addressed in separate sections of the proposal.

3.1 EXPERIENCE / QUALIFICATIONS / BACKGROUND / REFERENCES INFORMATION

3.1.1 Each proposer shall submit a detailed statement of their experience, qualifications, and background for providing each selected Service Category they are proposing to provide to the County (as indicated on Appendix A).

*3.1.2 Each proposer shall submit a minimum of three (3) references demonstrating the successful provision of each selected Service Category

they are proposing to provide to the County. References shall be for service provided within the past five (5) year(s).

Each reference should include the following:

- a. Name of client company, contact names, addresses, e-mail address, telephone/fax numbers, dollar amount of contracts and dates of service.
- b. Scope of Work, types of services performed and number of full-time staff provided.

3.2 PROJECT APPROACH / UNDERSTANDING INFORMATION

The proposer shall provide a detailed narrative description of its approach and methodology to fulfill the needs of the County in each selected Service Category they are proposing to provide including, but not limited to, the following:

- 3.2.1 Overview of how they will perform the project tasks listed in Section 4, Statement of Work/Services.
- 3.2.2 County resources that will be required to conduct the services.
- 3.2.3 A description of the proposer's approach to scheduling work and prioritizing the County's requests.

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION

The proposer shall provide:

- 3.3.1 An Organizational Chart identifying the structure of firm.
- 3.3.2 A list of the key personnel assigned to the project, along with a complete resume detailing their experience, education, expertise, qualifications and knowledge of the project.
- 3.3.3 For each selected Service Category, a description of the role of each staff member who will be responsible for handling and monitoring the Contract.
- 3.3.4 Identification of projects of similar nature in which each staff member has been involved.

3.4 FINANCIAL / BUSINESS STABILITY

Proposer should submit one of the following:

- a. Balance sheets and income statements for the current fiscal year and prior two (2) fiscal years of operation, prepared in accordance with generally

accepted accounting principles and compiled by an independent certified public accountant or notarized by the chief financial officer or owner; or

- b. The company's federal income tax returns for the previous three (3) years as completed and filed with the federal government. Sole proprietors should provide Schedule C from Form 1040 for the previous three (3) years. The Schedule C's must be accompanied by a statement from an independent certified public accountant or a statement by the chief financial officer or owner, indicating that the Schedules are copies of the ones filed with the 1040; or
- c. A statement from an independent certified public accountant attesting to the financial stability of the organization for the current and prior two (2) fiscal years of operation; or
- d. A reference letter from the proposer's bank or financial institution indicating the bank's relationship with the proposer and providing a credit reference. At the time of issuance of the reference letter, the bank/financial institution must have a minimum peer group rating that meets or exceeds the threshold levels in at least two of the five approved services as listed below:
 - 1. Thomson Reuters Bank Insight Quarterly Ratings – 50
 - 2. IDC Bank Financial Quarterly Listing – 125
 - 3. Veribanc, Inc. Listing – 3 Star Green Rating
 - 4. Standard & Poor's Listing – Single A
 - 5. Moody's Listing – Single A

The County reserves the right to request additional information considered pertinent to indicate any and all proposer's financial and operational capabilities. Further, the County retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient financial stability to perform the pending contract.

Required Appendices

3.5 PRICE PROPOSAL INFORMATION

The proposer shall submit the attached Price Proposal Page(s) (Appendix A) for each Service Category they wish to propose on, filled out and signed. The proposer shall indicate the fully burdened hourly rates to be paid by the County during the Contract term.

Offers will receive up to the maximum points listed in 2.16 above, based upon the reasonableness of the total price and competitiveness of this amount with other offers received.

In order for the County to make payment, the Vendor's Legal Name, Vendor's Address and Vendor's TIN/FEIN Number on the Contractor's proposal and Contract must be exactly the same as it appears on the invoice and in the County's Vendor Self Service (VSS) system. Contractor **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the County's representative set forth in the Contract. Invoices submitted on carbon paper shall **not** be accepted

PALM BEACH COUNTY
FINANCE DEPT.
P.O.BOX 4036
WEST PALM BEACH, FL 33402-4036

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who do not have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com or 561-355-3295.

3.6 BUSINESS INFORMATION

Each proposer shall complete and submit the attached Business Information Page (Appendix B).

3.7 SPECIAL CONTRACT PROVISIONS

The proposer shall complete the attached Special Contract Provisions (Appendix C) and submit it with their proposal.

3.8 DEBARMENT AND SUSPENSION (CERTIFICATION REQUIRED)

A completed "Certification Regarding Debarment and Suspension" (Appendix D) is required at time of submission of proposal. Upon request, the successful proposer agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the proposer is required to verify that none of the proposer, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The proposer must comply with 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- c. This certification is a material representation of fact relied upon by County. If it is later determined that the proposer did not comply with 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government as grantee and County as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3.9 AMENDMENTS TO THE RFP

It is the proposer's responsibility to assure receipt of all amendments. The proposer shall verify with the designated contact person, prior to submitting a proposal, the number of amendments that have been received. Each amendment to the RFP shall be signed by an authorized person and shall be submitted with the proposal or the proposal shall be deemed non-responsive.

Additional Appendices

3.10 ADDITIONAL INFORMATION

Information considered by the proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

SECTION 4 SCOPE OF WORK/SERVICES

4.1 INTRODUCTION TO PROJECT AND OVERVIEW

Palm Beach County (COUNTY) is seeking General Planning Consultant (GPC) Services support to assist Palm Tran staff in performing a wide range of Transportation Planning, Fixed Route Operations and Maintenance, Paratransit Service Operations, Financial and Accounting, Procurement and Materials, Information Technology (IT), Intelligent Transportation Systems, Marketing, Geographic Information System (GIS), Equal Employment Opportunity, Security and Safety, and Human Resources. The CONSULTANT(s) will be required to comply with all applicable Federal Transit Administration (FTA) rules and regulations, Federal and State rules and regulations, as well as those of Palm

Beach County. Applicable projects will be required to conform to the American with Disabilities Act (ADA).

The CONSULTANT(s) will provide these services to assist Palm Tran staff in performance of the Palm Tran's mission to provide access and opportunity for everyone, safely, efficiently and courteously. The CONSULTANT(s) will provide all professional, technical, clerical, subconsultant, subcontracting and other services necessary to perform the tasks assigned. The CONSULTANT(s) will function as an extension or augmentation of Palm Tran's staff by providing qualified technical and professional personnel to perform the duties and responsibilities, when specifically assigned by authorized Palm Tran staff under the terms of this Contract, in a quality, timely and expeditious manner. The CONSULTANT(s) will also provide particular expertise on an "as needed basis" to augment the Palm Tran technical staff and its expertise.

Palm Tran will request CONSULTANT(s) services via work orders on an "as-needed basis". There is no guarantee that all or any of the services described in this scope of work/services will be assigned during the term of the Contract. Further, the CONSULTANT(s) will provide these services on a nonexclusive basis. Palm Tran, at its option, may elect to have any of the services set forth herein performed by Palm Tran staff.

Work order assignments will normally take the form of long-term on-going assignments, major project assignments, project review tasks, long-term specific tasks, short-term specific tasks and emergency specific tasks. Work may be assigned, subject to the Palm Tran's Executive Director's approval, from any Palm Tran section.

Any work order / project that is equal to or greater than the Mandatory Proposal Amount (as stated below) shall be subject to Section 2-54, Palm Beach County Code. The "Mandatory Proposal Amount" is the threshold dollar amount established as policy by the Board of County Commissioners at and above which a formal competitive request for proposal process must be used. Presently the Mandatory Proposal Amount for any project / work order is One Hundred Thousand Dollars and no cents (\$100,000.00). Any project that exceeds the Mandatory Proposal Amount shall be separately solicited via a formal competitive process.

4.2 CONSULTANT'S DESIGNATION

The COUNTY reserves the right to make up to two (2) awards, primary and secondary per Service Category for this solicitation on a ranking basis. The awards, if any, will be made to the two (2) highest ranked responsive, responsible proposer(s) per Service Category whose proposal(s) are considered to be the most advantageous to the COUNTY based on the Selection Committee's opinion after review of every such proposal including, but not limited to, price.

In the event that this right is exercised, for each service category, the highest ranked responsive, responsible proposer shall be designated the Primary CONSULTANT and the second highest ranked responsive, responsible proposer shall be designated the Secondary CONSULTANT. The Primary CONSULTANT shall be given the first opportunity to perform. The second ranked CONSULTANT shall be contacted **only** after the Primary CONSULTANT is unable to perform. The Primary CONSULTANT shall be given the first opportunity to perform until the needs of Palm Tran are met. The Primary CONSULTANT is expected to perform all work offered, unless they are unable to perform it for lack of resources or technical ability, in which case the work shall be offered to the second ranked consultant. The Primary CONSULTANT may be found in default of the contract if they demonstrate that they are consistently unable to provide requested services during the term of the contract. Additionally, if during the term of the contract the primary consultant is found in default of the contract, does not agree to renew the contract or unilaterally terminates the contract, the rights, duties, and obligations of the primary consultant shall be offered to the second ranked consultant and awarded upon mutual agreement.

When work task assignments are proposed by Palm Tran, it may require the Primary CONSULTANT to provide Palm Tran with a detailed approach, schedule and team (with team structure and resumes with education, experience, etc., pertaining to the particular task) proposed to perform the task. Only after acceptance of a detailed scope, fee, schedule, team and issuance of a Palm Tran authorization shall the CONSULTANT(s) proceed with the work.

Irrespective of whether the CONSULTANT(s) provides direct services or uses a subconsultant, it is understood that Palm Tran's contract relationship is directly with the CONSULTANT(s), not with the CONSULTANT's subconsultants. All subconsultants shall be made aware of this relationship and, unless specifically agreed to by all parties, shall report directly to the consultant. All subconsultants performing assigned work for the CONSULTANT(s) shall have a minimum of five (5) years of experience performing the assigned work. The "Lead Person" in charge of the assigned work shall have a minimum of ten (10) years of experience performing the assigned work.

The following is a general description and examples of potential work task services. It is understood that services under this Contract are not limited to the list provided herein, are not guaranteed to include all of the services listed, and that major tasks will require a more detailed description of the scope of work for that task or project.

4.3 SERVICE CATEGORY 1 - Transportation Planning

The CONSULTANT(s) shall be familiar with transportation and transit modeling and forecasting in the Palm Beach urban area and shall be experienced in applying

the Florida Standard Urban Transportation Model Structure (FSUTMS). Tasks assigned to the CONSULTANT(s) may include, but not limited to:

- a. Assist Palm Tran in preparation and submission of Transit Development Plans.
- b. Provide modeling and ridership forecasting support including, but not limited to STOPS, TBEST, etc.
- c. Assist Palm Tran with conducting and collecting onboard surveys and related data.
- d. Assist Palm Tran with efficient scheduling of its fixed-route operations, including but not limited to quarterly operator bid data entry, run-cutting, scenario planning.
- e. Assist with the preparation of scopes of services for specific studies or other tasks.
- f. Assist with preparing and reviewing planning studies.
- g. Provide maps for use in planning activities, including all of Palm Beach County and surrounding counties.
- h. Assist Palm Tran, as requested, in monitoring the regional transportation planning process, requiring familiarity with Palm Beach Transportation Planning Agency (TPA) and planning processes of surrounding counties.
- i. Monitor and evaluate economic conditions on the local, statewide, regional and national level as pertains to possible opportunities for use of congestion mitigation pricing (CMP) operations.
- j. Develop planning concept reports.
- k. Develop project concept reports.
- l. Provide assistance with developing conceptual plans for Park & Ride, and bus stops
- m. Assist with planning of mass transit facilities and operations, including bus, trolley, bus rapid transit and related systems.
- n. Develop Short Range Transit Plan.
- o. Develop specific area transit planning study reports.
- p. Develop comprehensive service review.
- q. Carry out ADA paratransit system analysis.
- r. Provide Countywide and regional transit planning support.
- s. Perform Title VI Plan and analysis.
- t. Analyze the performance of Palm Tran's fixed-route local services, including:
 - Existing fixed-route running times compared to scheduled;
 - Spatial and temporal ridership patterns within fixed routes;
 - Review of land use, population, and travel data to identify portions of the county that are relatively over or under served.
- u. Examine the efficiency and effectiveness of the current system:
 - Review of the transit route structure design;
 - Analyze transfers efficiency in network (bus to bus) as well as (bus to other regional bus and rail services)

- Review of the service levels including transit service frequencies as well as time of the day, evening and weekend coverage;
- Document On-Time Performance and identify causes of problems in meeting standards and expectations.

4.4 SERVICE CATEGORY 2 - Fixed Route Operations and Maintenance

Palm Tran may require consultancy assistance in reviewing, assessing and making recommendation for improvements in the areas of operations and maintenance. This will apply for both fixed-route and demand-responsive services.

- a. A maintenance and operations performance review may need to be conducted in a multi-layer fashion. First, overall system performance may be reviewed by examining maintenance and operating performance measures and would be compared to a group of peer transit properties, using National Transit Database statistics.
- b. Tasks assigned to the CONSULTANT(s) may include, as an example, any of the following:
 - Determine the actual condition and age of the fleet.
 - Investigate whether buses are pulling out on time.
 - Investigate if operators are in uniform.
 - Investigate whether operators' absenteeism being monitored and managed.
 - Identify reasons for operators' absenteeism and make recommendation on how to reduce it.
 - Investigate and monitor utilization of FMLA by operators and make recommendations on how to minimize any abuse.
 - Investigate if appropriate maintenance records are being kept, and provide recommendations on how to improve it.
 - Investigate if vehicle defects are repaired in a timely fashion. If not, explain why and provide solutions to improve the record.
 - Investigate if there patterns of repeat road calls, and provide mitigation solutions.
 - Determine if parts availability unduly limiting maintenance activities? Identify causes and provide solutions.
 - Are safety requirements being followed. Detail findings and provide recommendations.
 - Assist in the development of Predictive Maintenance Plan to reduce road failures and budgetary expenditures.
 - Assist in establishing a mid-life refurbishment plan to maintain vehicles in a state of good repair.
 - Investigate best Operational and Maintenance industry practices and recommend improvements.

4.5 SERVICE CATEGORY 3 - Paratransit Service Operations, Scheduling and Reservations

The CONSULTANT(s) shall provide the following service, as directed by an authorized Palm Tran staff:

- a. Analyze the performance of Palm Tran's demand-responsive local services, including:
 - Existing running times compared to scheduled.
 - Spatial and temporal ridership patterns within demand-response services.
 - Review of land-use, population, and travel data to identify portions of the cities that are relatively over served.
- b. Examine the efficiency and effectiveness of the current service:
 - Review of the demand response service design.
 - Document On-Time Performance and identify causes of problems in meeting standards and expectations.
- c. Develop recommendations to address service needs, including but not limited to:
 - New fixed route services, demand-responsive program, and other suitable alternatives to reduce dependency on demand-response service.
 - Modification of demand-response service programs potentially including deletion of existing programs and implementation of new programs.
 - Transit Network Company's implementation feasibility within or outside regulatory guidelines.
- d. Identify methodologies for the on-going evaluation of the demand-response systems.
- e. Additional tasks required may include, but not limited to:
 - Project Management
 - Study/Data Review
 - Data Collection and Analysis
 - Peer Review
 - Market Analysis
 - Community, Stakeholder and Policy-maker Outreach
 - Development of Alternatives
 - Recommendations and Implementation Plan
 - Call Center effectiveness for service provided
 - Technology Review

4.6 SERVICE CATEGORY 4 – Administrative Services

The CONSULTANT(s) will be required to update, maintain and produce analyses, on an "as-needed basis", related to future financial operating projections, bonding, grant submission or other special needs of the Director of Administrative Services and the Executive Director.

- a. The CONSULTANT(s) will be tasked with various procurement and materials support services such as, but not limited to:
 - Research and recommend an efficiency Contracts and Inventory management software.
 - Review contract files for Palm Beach County and Federal Transit Administration compliance.

- Review and develop section policies and procedures.
- Develop Key Performance Indicators (KPI's).
- Develop Inventory Control Procedures.
- b. Examine the efficiency and effectiveness of the current systems/processes and provide recommendations for improvement.
- c. Develop and support implementation of revised processes.
- d. Develop departmental policies and procedures.
- e. Develop Key Performance Indicators and/or dashboards.
- f. Conduct alternative fuel study.
- g. Additional tasks required may include, but limited to:
 - Project Management
 - Peer Review
 - Technology Review
 - Provide analytical and reporting services
- h. Training
 - Ability to provide training programs for technical staff, functional users or both. Training may be on premise, vendor site or virtual as needed by the buying organization.

4.7 SERVICE CATEGORY 5 - IT

The CONSULTANT(s) is required to have the capability to provide full lifecycle services or ad hoc problem solving for commercial-off-the-shelf or other transit-specific systems to include initial implementation, upgrade management and all related services. The CONSULTANT(s) will be tasked with various IT support services such as, but not limited to:

- a. Change Management/Strategic Planning
 - Services to include development of strategic plans on the institutional level, tactical business process analysis, proposals for process redesigns, communication, user acceptance, organizational transformation, structural re-organization.
- b. Technology Management
 - Includes services related to support of IT specific functions including technical architecture, strategic information system planning, project management, audit preparation and response, data base management, hardware configuration, software quality assurance, technical design and implementation. Ability to provide recommendations for operational improvement and performance management.
- c. Analytics
 - Provide professional services for the development and or implementation of Analytics products, data analysis, business intelligence, reporting, KPIs, dashboards, predictive analytics, data warehouses and other statistical tools
- d. Training

- Ability to provide training programs for technical staff, functional users or both. Training may be on-premises, vendor site or virtual as needed by the buying organization.
- e. Professional Consulting Services
 - Professional Consulting Services for the above reference IT Categories
- f. Managed Services
 - Services will be provided either on site or remotely such as upgrade labs, hosting services, legislation/regulation update (legs/regs) services, maintenance for unsupported products, application managed services, or desktop services, etc.
- g. Major Technology Implementation Projects such as, but not limited to Human Resources, Financials, Purchasing, Planning, Operations & Maintenance, Paratransit, Facilities Management and other systems related to overall management of Palm Tran. Services under this section may include full range of consulting to include project management, technical and functional user support throughout the project lifecycle.
- h. Develop and maintain public information websites for Palm Tran special projects.
- i. Assessment of hardware.
- j. Assessment of staff, including competency test.
- k. Develop disaster recovery plan.
- l. Develop and Update website
 - Develop and maintain website Palm Tran. The website must utilize alt tags and comply with the Americans with Disabilities Act (ADA) and other applicable laws and regulations relating to persons with disabilities. The website will be translatable into Spanish and Creole in compliance with Title VI.

4.8 SERVICE CATEGORY 6 - Marketing

The CONSULTANT(s) will be tasked with various Marketing support services such as, but not limited to:

- a. Develop and support implementation of Palm Tran marketing plans for service lines.
- b. Assist in updating or developing a comprehensive public outreach plans for various projects.
- c. Develop public outreach materials to include, but not limited to: brochures, pamphlets, tri-folds, invitations, rack cards, interior cards, social media graphics and posts, presentations, boards for public meetings, video clips, posters, flyers, radio ad scripts, press releases, media advisories, articles, speeches and talking points, postcards, programs, e-newsletters and signage.
- d. Keep a log of public outreach and campaign activities.
- e. Develop and maintain databases including lists of stakeholders, decision-makers and citizens.

- f. Develop, maintain, and send updates to the public and other stakeholders via email on a periodical basis. Provide online method of signing up for project emails.
- g. Provide support, such as printed materials and presentations, as directed and directed by the Communications Team for staff meetings with stakeholders such as: homeowners' associations, governmental bodies, advisory groups and citizen groups.
- h. Develop and maintain website for major projects. CONSULTANT(S) will procure and fund domain and URL, which must be approved by the Communications Team. The website must utilize alt tags and comply with the Americans with Disabilities Act (ADA) and other applicable laws and regulations relating to persons with disabilities. The website will be translatable into Spanish and Creole in compliance with Title VI. The website will include, but is not limited to, the following:
 - Project Updates
 - Related Photos
 - Project Information and Purpose
 - Meeting and other relevant announcements
 - Maps and information on proposals
 - Information on the current Palm Tran System
 - Information and displays presented at meetings and Public Events
- i. Develop and maintain online surveys as directed by the Communications Team.
- j. Printed and digital materials must comply with Title VI and be available in languages determined by Communications Team.
- k. Address other communications and community issues that may arise.
- l. Prepare slides, videos and video simulations, and photographic simulations.
- m. Assist with event planning, including logistics and staff support.
- n. Design graphics to include, but not limited to: logos, campaign themes, website art and social media content.

4.9 SERVICE CATEGORY 7 - GIS Development/Design/Map and Database Production

The CONSULTANT(s) will be tasked with various GIS/Design/Map and database support services such as, but not limited to:

- a. Prepare and assist with preparation of complex Geographic Information System (GIS) analysis.
- b. Create maps and interactive databases.
- c. Provide assistance and GIS training to select staff in improving use of GIS elements.
- d. Assist with work efficiencies by recommending new Palm Tran uses for GIS and related technologies.
- e. Assist Palm Tran with creating a GIS databases for operating efficiencies.

- f. Assist Palm Tran with use of GIS databases in web or cloud computing environment.
- g. Prepare citizen and property owner mailing lists and labels from GIS, tax roll and other databases for public mailings.

4.10 SERVICE CATEGORY 8 - Equal Employment Opportunity (EEO)

The CONSULTANT(s) will be tasked with various Equal Employment Opportunity support services such as, but not limited to:

- a. Program and policy development.
- b. Program management services.
- c. Recurring EEO training to Palm Tran staff.
- d. Review and assessment of Palm Tran and subcontractor EEO programs.
- e. Workforce, Availability, and Utilization analysis.
- f. EEO-4 report development.
- g. Goal development and assessment.
- h. Assessment of employment practice.
- i. Affirmative Action plan development.
- j. Assist Palm Tran with Position Statements.
- k. Develop diversity and inclusion strategies.

4.11 SERVICE CATEGORY 10 - Security & Safety

The CONSULTANT(s) will be tasked with various security and safety support services such as, but not limited to:

- a. Establish written system security plans (SSPs) and emergency operations/response plans.
- b. Define roles and responsibilities for security and emergency preparedness.
- c. Ensure that operations and maintenance supervisors, forepersons, and managers are held accountable for security issues under their control.
- d. Coordinate security and emergency operations/response plans with local and regional agencies.
- e. Develop security and emergency training program.
- f. Establish plans and procedures to respond to the National Terrorism Advisory System (NTAS) alert levels.
- g. Develop a public security and emergency awareness program.
- h. Establish and use a risk management process in conducting a security survey to determine security vulnerability and identifying the people, things, or processes that are necessary to the continuation of the business.
- i. Establish and use an information sharing process for threat and intelligence information.
- j. Develop and conduct tabletop and functional drills.
- k. Develop a comprehensive cyber-security strategy.

- l. Develop an electronic Key Management and Access Control System to security critical facilities with identification (ID) badges for all visitors, employees and contractors.
- m. Conduct physical security inspections.
- n. Establish and conduct security program audits.
- o. Review best practices for bus operator safety and provide recommendations.

4.12 SERVICE CATEGORY 11 - Human Resources

The CONSULTANT(s) will be tasked with various Human Resources (HR) support services such as, but not limited to:

- a. Prepare employee handbook.
- b. Create and update job classifications and descriptions.
- c. Create recruitment procedures and manuals.
- d. Create and update hiring policies and procedures.
- e. Create and update employee evaluation forms, policies and procedures.

SECTION 5 ATTACHMENTS

ATTACHMENT 1 - SAMPLE STANDARD CONTRACT

ATTACHMENT 1
SAMPLE STANDARD CONTRACT
CONTRACT FOR
GENERAL PLANNING CONSULTANT (GPC) SERVICE
ON AN “AS NEEDED BASIS”
(Contract No. F-19-019/SS)

This Contract No. F-19-019/SS is made as of this _____ day of _____, 2019, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and (CONSULTANT's Legal Name and Address), *(select the applicable type from the following) an individual, a partnership, a corporation, a limited liability company, or specify another* authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

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

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide General Planning Consultant (GPC) Service, on an “as needed basis”, to provide all professional, technical, clerical, subconsultant, subcontracting and other services necessary to perform the tasks assigned to Palm Tran, Inc., a not-for-profit corporation which operates the COUNTY's public transit system, hereinafter referred to as “Palm Tran,” in accordance with Exhibit A, Scope of Work/Services, and Exhibit __, CONSULTANT's proposal dated _____, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Clinton B. Forbes, Executive Director, telephone number (561) 841-4205 or designee.

The CONSULTANT's representative/liaison during the performance of this Contract shall (Name, Title) _____, telephone number _____ or designee.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Solicitation; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Solicitation; (3) the federal award or funding document for this Solicitation; (4) the SuperCircular, inclusive of 2 C.F.R. 200.317 – 200.326; (5) Palm Beach County Code 2-51 – 2-58; (6) the provisions of the Contract, including Exhibit A; (7) the provisions of RFP NO. F-19-019/SS__ and all Amendments thereto, which are incorporated into and made a part of this Contract; (8)

Exhibit __, CONSULTANT's proposal dated _____; and (9) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONSULTANT(s) shall commence services on August 20, 2019, and complete all services by August 19, 2022, with two (2) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONSULTANT(S)

- A. The total aggregate amount to be paid by the COUNTY under this Contract for all CONSULTANTS (on an "as needed basis") for all services and materials shall not exceed a total contract amount of Five Million Two Hundred Thousand Dollars and no cents (\$5,200,000.00).

For each work order issued to the CONSULTANT, the COUNTY shall pay the CONSULTANT on firm-fixed price basis as identified in each work order per pricing as identified in Exhibit __, Appendix A, Price Proposal Pages. The CONSULTANT will bill the COUNTY upon completion of all work specified in each work order performed in accordance with Exhibit A, Scope of Work/Services. The CONSULTANT will bill the COUNTY for the identified firm-fixed price upon completion of all work specified in each work order.

- B. CONSULTANT shall send **ALL ORIGINAL** invoices to: PALM BEACH COUNTY FINANCE DEPT., P.O. BOX 4036, WEST PALM BEACH, FL 33402-4036, with a copy to the COUNTY's representative. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY's representative. Invoices submitted on carbon paper shall not be accepted. In order for the COUNTY to make payment, the CONSULTANT must ensure that the following information included on Appendix __, Business Information, of Exhibit __, CONSULTANT's proposal, must be exactly the same as it appears on the invoice and in the COUNTY's Vendor Self Service System which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>: Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been

invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONSULTANT(s).

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER

Signature of this Contract by the CONSULTANT shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

Furthermore, the CONSULTANT warrants that the price(s) shall not exceed the CONSULTANT's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the CONSULTANT offers more favorable pricing to one of its customer(s), the CONSULTANT shall extend to the COUNTY the same pricing or the then current market price, whichever is lower.

ARTICLE 7 - TERMINATION

- A. This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT.
- B. This Contract may also be terminated, in whole or in part, by the COUNTY, **with cause** upon five (5) business days written notice to the CONSULTANT or **without**

cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

- C. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:
1. Stop work on the date and to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 8 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in Exhibit B, CONSULTANT's proposal, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

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

All of the CONSULTANT's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT's employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal

justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONSULTANT is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R-2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT: 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT(s) employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 10 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 11 - CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- A. The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The CONSULTANT, if prime subcontracts are to be let, shall take the Affirmative Steps listed below in paragraphs (1 through 5) of this Article.

- B. **AFFIRMATIVE STEPS** must include:
1. Placing qualified small and minority businesses and women's business enterprises on Solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

ARTICLE 12 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

ARTICLE 13 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

ARTICLE 14 - INSURANCE REQUIREMENTS

Prior to execution of this Contract, the CONSULTANT shall provide evidence of the following minimum required insurance coverage and limits (i.e., a Certificate of Insurance) to COUNTY through COUNTY's designated representative, JDi Data Corporation (JDi), 100 W Cypress Creek Rd, Suite 1052, Ft. Lauderdale, FL 33309, using the CTrax Portal unless otherwise directed by COUNTY.

Subsequently, the CONSULTANT shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to JDi using the CTrax Portal, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

The CONSULTANT shall maintain at its sole expense, in full force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by successful bidder, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by successful bidder under the Contract. CONSULTANT agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary basis.

- A. **Commercial General Liability:** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** CONSULTANT shall maintain Business Auto Liability at a limit of liability not less than **\$1,000,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONSULTANT owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONSULTANT indicating either the CONSULTANT does not own any vehicles, and if vehicles are acquired throughout the term of the contract, CONSULTANT agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. **Workers' Compensation Insurance & Employer's Liability:** CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440. Policy shall include coverage for Employer's Liability.
- D. **Professional Liability:** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the

right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- E. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County and Palm Tran, Inc., as Additional Insureds.
- F. **Waiver of Subrogation:** CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificates of Insurance:** Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONSULTANT shall deliver to the COUNTY through COUNTY's designated representative, JDi Data Corporation, using the CTrax Portal, unless otherwise directed by COUNTY, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days' endeavor to notify due to cancellation (10 days' for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o JDi Data Corporation
100 W Cypress Creek Rd, Suite 1052
Ft. Lauderdale, FL 33309

- H. **Umbrella or Excess Liability:** If necessary, CONSULTANT may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under Umbrella or Excess Liability policy. There is no

minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONSULTANT agrees to endorse COUNTY and Palm Tran, Inc., as "Additional Insureds" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

- I. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 15 – HIRING OF MECHANICS OR LABORERS

For those Solicitations and contracts including the employment of mechanics or laborers, the contract must provide for compliance with 40 U.S.C 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, each CONSULTANT must be required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

ARTICLE 16 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY and Palm Tran, Inc., their agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 17 - SUCCESSORS AND ASSIGNS

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

ARTICLE 18 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Except as to Palm Tran, Inc., no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY, Palm Tran, Inc., and/or CONSULTANT.

ARTICLE 19 - CONFLICT OF INTEREST / GIFT POLICY

- A. The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence, or appear to influence, the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

- B. **CONFLICT OF INTEREST:** Notwithstanding any provision of Section 2-443 of the Ethics Code, no employee, officer or agent of the COUNTY may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would

arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a vendor considered for a COUNTY contract.

In addition, all federal criminal law violations involving fraud, bribery or gratuity that potentially affect a federal award are required to be disclosed in writing. Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the vendor.

- C. **ORGANIZATIONAL CONFLICT OF INTEREST:** If the CONSULTANT has a parent, affiliate, or subsidiary organization that is not a state government, local government, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.
- D. **GIFT POLICY:** Notwithstanding any provision of the Ethics Code, no vendor or contractor shall offer and no officer, employee, or agent of the COUNTY shall solicit or accept gratuities, favors, or anything of monetary value from contractors or subcontractors.

ARTICLE 20 - PERFORMANCE DURING EMERGENCIES/EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

Notwithstanding anything in the foregoing to the contrary, the CONSULTANT agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. CONSULTANT agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. CONSULTANT shall furnish a 24-hour phone number

to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the CONSULTANT to sanctions from doing further business with the COUNTY.

ARTICLE 21 - ARREARS

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

ARTICLE 22 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

The CONSULTANT agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the CONSULTANT's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the CONSULTANT, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

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

ARTICLE 23 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY and/or Palm Tran, Inc. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 24- CONTINGENT FEE

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

ARTICLE 25 – PUBLIC RECORDS, ACCESS AND AUDITS

- A. Any material submitted in response to this Request for Proposal is considered a public document in accordance with Section 119.07, F.S. This includes material that the CONSULTANT might consider to be confidential. All submitted information that the CONSULTANT believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.
- B. The CONSULTANT shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of three (3) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business. Exceptions include:
 - 1. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records must be retained until all litigation, claims, or

audit findings involving the records have been resolved and final action taken.

2. When the COUNTY has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.
 3. Records for equipment acquired with federal funds must be retained for three (3) years *after final disposition*.
 4. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the three (3) year retention requirement is *not* applicable to the COUNTY.
- C. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONSULTANT shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The CONSULTANT is specifically required to:
1. Keep and maintain public records required by the COUNTY to perform services provided under the Contract.
 2. Upon request from the COUNTY's Custodian of Public Records ("COUNTY's Custodian") or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, 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 in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
 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 CONSULTANT does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
 4. Upon completion of the Contract, the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Records Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract,

the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to the COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONSULTANT to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401 OR VIA E-MAIL RECORDSREQUEST@PBCGOV.ORG OR VIA PHONE 561-355-6680.

ARTICLE 26 - NON-DISCRIMINATION

- A. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.
- B. Equal Employment Opportunity. During the performance of this Contract, the CONSULTANT(s) agrees as follows:

CONSULTANT and its contractors will comply with all applicable federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the

Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 - 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Rehabilitation Act of 1973 any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. CONSULTANT shall comply with the Drug Free Workforce Act of 1988.

ARTICLE 27 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 28 - SEVERABILITY

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

ARTICLE 29 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 30 – DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a proposal on a Contract to provide goods or services to a public entity; submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; submit proposals on leases of Real Property to a public entity; award or perform work as a vendor, supplier, subcontractor, or consultant under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

ARTICLE 31 - DEBARMENT AND SUSPENSION

A completed "Certification Regarding Debarment and Suspension" (Appendix D) is required at time of response submission. Upon request, the CONSULTANT agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT is required to verify that none of the CONSULTANT, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.935).

The CONSULTANT must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and COUNTY as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONSULTANT must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 32 - FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

ARTICLE 33 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

ARTICLE 34 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 35 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Clinton B. Forbes, Executive Director
Palm Tran, Inc.
3201 Electronic Way
West Palm Beach, FL 33407

If sent to the CONSULTANT, notices shall be addressed to:

ARTICLE 36 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 34 - Modifications of Work.

ARTICLE 37 – CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387).

The CONSULTANT agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The CONSULTANT agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance money.

ARTICLE 38 - SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under this Contract. The COUNTY shall hold the copyright to works produced or purchased under this Contract. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a federal award or purchased under a federal award.

ARTICLE 39 - MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

CONSULTANT is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (42 U.S.C. 6201).

ARTICLE 40 - PROCUREMENT OF RECOVERED MATERIALS (Applicable To Goods Valued Above \$10,000)

CONSULTANT is to provide COUNTY with those goods designated by the Environmental Protection Agency ("EPA"), at 40 C.F.R. 247 – 247.17, that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above \$10,000 or where the value of the goods procured during the preceding fiscal year exceeded \$10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and, vehicular products.

ARTICLE 41 - PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

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

ARTICLE 42 - FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

The False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from a CONSULTANT or subcontractor under the contract. (31 U.S.C. 3729).

ARTICLE 43 – REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all federal, state and local laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

Execution of this Contract by the Director of Purchasing Is Not Legally Binding or in Effect until Approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONSULTANT have executed this Contract on the day and year above written.

PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING

Kathleen M. Scarlett, Director

WITNESSES:

CONSULTANT:

Signature

Company Name

Name (type or print)

BY:

Signature

Signature

Typed Name

Name (type or print)

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

BY: _____
Clinton B. Forbes
Executive Director, Palm Tran, Inc.

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. F-19-019/SS
(To be added upon Award of Contract)

EXHIBIT B
CONSULTANT'S PROPOSAL
DATED _____

Contract No. F-19-019/SS

(To be added upon Award of Contract)

SECTION 6 APPENDICES

- APPENDIX A - PRICE PROPOSAL PAGE(S)
- APPENDIX B - BUSINESS INFORMATION
- APPENDIX C - SPECIAL CONTRACT PROVISIONS
- APPENDIX D - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
- APPENDIX E - CERTIFICATION OF LOBBYING, BYRD ANTI-LOBBYING
AMENDMENT
- APPENDIX F - DRUG FREE WORKPLACE CERTIFICATION
- APPENDIX G - DISCLOSURE OF OWNERSHIP INTERESTS

**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. F-19-019/SS**

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Proposer shall provide below the proposed fully-burdened hourly rates for providing Palm Tran, Inc., with General Planning Consultant Services on an “as needed basis”, as described in the Requirements/Scope of Work/Services set forth in this RFP document. All rates are “fully-burdened”, i.e., includes all overhead costs, general and administrative and profit.

Proposer may be awarded to provide either one or more of the Service Categories specified in the Scope of Work/Services. Proposer must mark “X” in the box next to each of the applicable service categories for which proposer is proposing to provide to Palm Tran, Inc. Proposer shall also provide the fully-burdened hourly rates for each of the Service Categories they are proposing to provide.

SERVICE CATEGORY

Mark “X”	SERVICE CATEGORIES
	1 - Transportation Planning
	2 - Fixed Route Operations and Maintenance
	3 - Paratransit Service Operations, Scheduling and Reservations
	4 - Administrative Services
	5 - Information Technology (IT)
	6 - Marketing
	7 - GIS Development/Design/Map and Database Production
	8 - Equal Employment Opportunity (EEO)
	9 - Security & Safety
	10 - Human Resources
	11 – Other Labor Charges
	12 – Other Direct Costs

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. F-19-019/SS
Page 2 of 8

BASE CONTRACT PERIOD (3 Years), proposers must also include the pricing for Option Year 1 and Option Year 2 Fully-Burdened Hourly Rates for each Labor Category that they are proposing to utilize, if applicable, or mark N/A:

1 - TRANSPORTATION PLANNING				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager			
2	Transit Planner			
3	Transit Scheduler			
4	Dispatcher			
5	Transportation Analyst			
6	Logistic Specialist			
7	Auditor			
8	Contracts Specialist			
9	ADA/Title VI Specialist			
10	Website Developer			
11	GPS/GIS Specialist			
12	Cost Estimator			
13	Accounting Clerk			
14	Budget Analyst			
15	Grants and Contracts Assistant			
16	Senior Auditor			
17	Strategic Planner			

2 - FIXED ROUTE OPERATIONS AND MAINTENANCE				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager			
2	Transit Planner			
3	Transit Scheduler			
4	Dispatcher			
5	Transportation Analyst			
6	Logistic Specialist			
7	Auditor			
8	Contracts Specialist			
9	ADA/Title VI Specialist			
10	Website Developer			
11	GPS/GIS Specialist			
12	Cost Estimator			
13	Accounting Clerk			
14	Budget Analyst			
15	Grants and Contracts Assistant			
16	Senior Auditor			
17	Strategic Planner			

APPENDIX A
PRICE PROPOSAL PAGES
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3 - PARATRANSIT SERVICE OPERATIONS, SCHEDULING AND RESERVATIONS				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager			
2	Transit Planner			
3	Transit Scheduler			
4	Dispatcher			
5	Transportation Analyst			
6	Logistic Specialist			
7	Auditor			
8	Contracts Specialist			
9	ADA/Title VI Specialist			
10	Website Developer			
11	GPS/GIS Specialist			
12	Cost Estimator			
13	Accounting Clerk			
14	Budget Analyst			
15	Grants and Contracts Assistant			
16	Senior Auditor			
17	Strategic Planner			

4 – ADMINISTRATIVE SERVICES				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager			
2	Transit Planner			
3	Transit Scheduler			
4	Dispatcher			
5	Transportation Analyst			
6	Logistic Specialist			
7	Auditor			
8	Contracts Specialist			
9	ADA/Title VI Specialist			
10	Website Developer			
11	GPS/GIS Specialist			
12	Cost Estimator			
13	Accounting Clerk			
14	Budget Analyst			
15	Grants and Contracts Assistant			
16	Senior Auditor			
17	Strategic Planner			

**APPENDIX A
PRICE PROPOSAL PAGES
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5 – INFORMATION TECHNOLOGY (IT)				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager			
2	Transit Planner			
3	Transit Scheduler			
4	Dispatcher			
5	Transportation Analyst			
6	Logistic Specialist			
7	Auditor			
8	Contracts Specialist			
9	ADA/Title VI Specialist			
10	Website Developer			
11	GPS/GIS Specialist			
12	Cost Estimator			
13	Accounting Clerk			
14	Budget Analyst			
15	Grants and Contracts Assistant			
16	Senior Auditor			
17	Strategic Planner			

6 – MARKETING				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager			
2	Transit Planner			
3	Transit Scheduler			
4	Dispatcher			
5	Transportation Analyst			
6	Logistic Specialist			
7	Auditor			
8	Contracts Specialist			
9	ADA/Title VI Specialist			
10	Website Developer			
11	GPS/GIS Specialist			
12	Cost Estimator			
13	Accounting Clerk			
14	Budget Analyst			
15	Grants and Contracts Assistant			
16	Senior Auditor			
17	Strategic Planner			

**APPENDIX A
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7 – GIS DEVELOPMENT/DESIGN/MAP AND DATABASE PRODUCTION				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager			
2	Transit Planner			
3	Transit Scheduler			
4	Dispatcher			
5	Transportation Analyst			
6	Logistic Specialist			
7	Auditor			
8	Contracts Specialist			
9	ADA/Title VI Specialist			
10	Website Developer			
11	GPS/GIS Specialist			
12	Cost Estimator			
13	Accounting Clerk			
14	Budget Analyst			
15	Grants and Contracts Assistant			
16	Senior Auditor			
17	Strategic Planner			

8 – EQUAL EMPLOYMENT OPPORTUNITY (EEO)				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager			
2	Transit Planner			
3	Transit Scheduler			
4	Dispatcher			
5	Transportation Analyst			
6	Logistic Specialist			
7	Auditor			
8	Contracts Specialist			
9	ADA/Title VI Specialist			
10	Website Developer			
11	GPS/GIS Specialist			
12	Cost Estimator			
13	Accounting Clerk			
14	Budget Analyst			
15	Grants and Contracts Assistant			
16	Senior Auditor			
17	Strategic Planner			

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PRICE PROPOSAL PAGES
RFP NO. F-19-019/SS
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9 – SECURITY AND SAFETY				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager			
2	Transit Planner			
3	Transit Scheduler			
4	Dispatcher			
5	Transportation Analyst			
6	Logistic Specialist			
7	Auditor			
8	Contracts Specialist			
9	ADA/Title VI Specialist			
10	Website Developer			
11	GPS/GIS Specialist			
12	Cost Estimator			
13	Accounting Clerk			
14	Budget Analyst			
15	Grants and Contracts Assistant			
16	Senior Auditor			
17	Strategic Planner			

10 – HUMAN RESOURCES				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager			
2	Transit Planner			
3	Transit Scheduler			
4	Dispatcher			
5	Transportation Analyst			
6	Logistic Specialist			
7	Auditor			
8	Contracts Specialist			
9	ADA/Title VI Specialist			
10	Website Developer			
11	GPS/GIS Specialist			
12	Cost Estimator			
13	Accounting Clerk			
14	Budget Analyst			
15	Grants and Contracts Assistant			
16	Senior Auditor			
17	Strategic Planner			

**APPENDIX A
PRICE PROPOSAL PAGES
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Proposers must complete the following pricing tables only if there are other charges not listed in the previous tables per Service Category. Proposers must complete one pricing table per Service Category they are proposing to provide. Proposers may make extra copies of this page if needed.

11 – OTHER LABOR CHARGES (if applicable)				
Item #	Service Category (please specify) _____	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
	Labor Charges			
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

12 – OTHER DIRECT COSTS (i.e., equipment, supplies, operating expenses)				
Item #	Service Category (please specify) _____	Base Contract Period (3 years) Fully-Burdened Rate/Cost	Option Year 1 Fully-Burdened Rate/Cost	Option Year 2 Fully-Burdened Rate/Cost
	Direct Costs			
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**APPENDIX A
PRICE PROPOSAL PAGES
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The Proposer certifies by signature below the following:

- a. This pricing is current, accurate complete, and is presented as the Total Pricing, including “out-of-pocket” expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.
- c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the Solicitation process and in any form deemed necessary by the County.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NO. _____

SIGNATURE: _____

**APPENDIX B
BUSINESS INFORMATION
RFP NO. F-19-019/SS**

Full Legal Name of Entity: _____
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

Form of Entity

- ☐ Corporation
☐ Limited Liability Company
☐ Partnership, General
☐ Partnership, Limited
☐ Joint Venture
☐ Sole Proprietorship

Federal I.D. Number: _____

(1) If Proposer is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes ☐ No ☐

If **yes** to the above, as of what date? _____

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

APPENDIX C
SPECIAL CONTRACT PROVISIONS
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This contract or purchase order is funded by a contract between Palm Beach County and the U.S. Department of Transportation, Federal Transit Administration (FTA) and governed by the provisions listed under the Master Grant Agreement FTA MA (25), dated October 1, 2018. Therefore, all activities related to this project are subject to the following conditions, which are outlined in greater detail in the Office Of Management and Budget Guidance Regulations at 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (FTA) Circular 4220.1F, "Third Party Contracting Guidelines," as revised, as it may be amended from time to time, and other laws and regulations governing procurement activities for Palm Beach County's programs and projects. Master Grant Agreement FTA MA (25) dated October 1, 2018: <https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/114766/fta-master-agreement-fy2018.pdf> Circular 4220.1F as revised: <https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf> FTA's Best Practices Procurement Manual (BPPM), offers suggested procedures, methods, and examples on conducting third party procurements to assist in meeting the standards of FTA Circular 4220.1F as revised. The BPPM is available at: <https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/procurement/8286/fta-best-practices-procurement-and-lessons-learned-manual-2016.pdf> The Code of Federal Regulations (CFR) website is available at: <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

If you are unable or unwilling to comply with these conditions, or need clarification as to applicability of an individual requirement, contact the Palm Beach County Purchasing Department.

PART A

GENERAL CONDITIONS – APPLICABLE TO THIS SOLICITATION

STATEMENT OF FINANCIAL ASSISTANCE. This procurement is funded in part by a contract between Palm Beach County and the U.S. Department of Transportation, Federal Transit Administration. Therefore, the following Special Contract Provisions apply to this procurement.

1. **Prohibited Interest.** No employee, officer, or agent of the County shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent of the County, or any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award (contractor). No the County employee, officer, or agent shall solicit or accept gratuities, favors, or anything of monetary value from any contractor, potential contractor, or parties to subagreements.

2. **Interest of Members of Congress.** No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this solicitation or to any benefit arising therefrom.

3. **No Government Obligation to Third Parties.** The contractor agrees, absent express written consent of the Federal Government, that the Federal Government shall not be subject to any obligations or liabilities to any third party contractor, or any subrecipient, or any other party pertaining to any matter resulting from this solicitation. The contractor agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

4. **Program Fraud and False or Fraudulent Statements.** The Contractor acknowledges and agrees that: (a) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of Sec By executing the Underlying Agreement, the Contractor certifies and affirms to the County the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Contractor provides to the County. (c) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Contractor presents, submits, or makes available any false, fictitious, or fraudulent information. The Contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

5. **Federal Changes.** The contractor shall at all times comply with federal requirements that apply to the contract, the Master Agreement (Master Grant Agreement FTA MA (25) dated October 1, 2018), and any amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Master Agreement including information incorporated by reference and made part of that agreement and all applicable changes to those federal requirements. Contractor's failure to comply shall constitute a material breach of this contract.

6. **Incorporation of Federal Transit Administration (FTA) Terms.** The provisions contained in the Special Contract Provisions include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not

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expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, Revision 4 dated March 18, 2013, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this solicitation. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any the County request which would cause the County to be in violation of the FTA terms and conditions.

7. Access to Records and Site of Performance. The contractor agrees to provide the County, the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, sufficient access to inspect and audit records and information which are directly pertinent to this solicitation and resulting contract. The contractor agrees to permit those individuals listed above to inspect all work and materials related to its contract, and to audit any information related to its contract under the control of the contractor within books, records, accounts, or other locations, and otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules. The contractor agrees to retain, complete and readily accessible records related in whole or in part to its contract, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records. The contractor further agrees to maintain all books, records, accounts, and reports required under the contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The contractor agrees to permit, the County and FTA to have access to the sites of performance of its contract and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules. The contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

8. Civil Rights. The following requirements apply to this solicitation:

- a) Nondiscrimination in Federal Public Transportation Programs. The contractor agrees to follow the Nondiscrimination in Federal Public Transportation Programs' requirements as they apply to this solicitation:
 - 1) Prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age.
 - 2) Prohibit the exclusion from participation in employment or a business opportunity identified in 49 U.S.C. § 5332,
 - 3) Prohibit the denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
 - 4) Not discriminate as it has been identified in 49 U.S.C. § 5332, including discriminate in employment or a business opportunity identified in.
 - 5) Follow the guidelines as they have been identified in the most recent edition of FTA Circular 4702.1, " Title VI Requirements and Guidelines for Federal Transit Administration Recipients" to the extent consistent with applicable federal laws, regulations, requirements and guidance, and other applicable federal guidance that may be issued.

FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program. The contractor also agrees to include these requirements in each subcontract on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

- b) Nondiscrimination as per Title VI of the Civil Rights Act. The contractor agrees to comply with the following Title VI Civil Rights Act requirements:
 - 1) Prohibit discrimination on the basis of race, color, or national origin,
 - 2) Comply with the Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C § 2000d *et seq.*,
 - 3) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and
 - 4) Federal transit law, specifically 49 U.S.C. § 5332

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- 5) Follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance and,
- 6) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
- 7) All and other applicable federal guidance that may be issued

The contractor also agrees to include these requirements in each subcontract on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

- c) Equal Employment Opportunity. The contractor agrees to comply with non-discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. The following equal opportunity requirements also apply to this solicitation:

- 1) Compliance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,
- 2) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- 3) Compliance with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,
- 4) Compliance with FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and
- 5) The contractor also assures each subcontractor will follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability, Specifics:
 - i. Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,
 - ii. Affirmative Action. Take affirmative action that includes, but is not limited to: recruitment advertising, recruitment, and employment, 2 rates of pay and other forms of compensation, 3 selection for training, including apprenticeship, and upgrading, 4 transfers, demotions, layoffs, and terminations, 5 recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer,"

The contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only to identify the affected parties.

9. Disadvantaged Business Enterprise (DBE).

Palm Tran, as the operator and manager of the County's public transit system, has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26.

The Code of Federal Regulation 49 CFR Part 26 defines a DBE as a for-profit small business concern that is subject to the following requirements:

- a) At least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals **AND**
- b) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

In order to overcome the effects of discrimination and its past influence on DBEs, in compliance with DOT mandates, PALM TRAN establishes an annual overall goal for DBE participation. Attainment of this goal may be achieved through Race Neutral or Race Conscious means. *Race Neutral* means are aimed at achieving the participation of small businesses in the County's contracts without respect to the gender or race of the owner. A Race Neutral program is one that, while benefiting DBEs, is not solely focused on DBE firms. When the use of Race Neutral means do not substantially contribute towards the overall agency goal for

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DBE participation, PALM TRAN also utilizes Race Conscious means as a method of achieving a "level playing field" for DBEs seeking to participate in federal-aid transportation contracting. *Race Conscious* means are aimed at achieving the desired level of participation among certified DBE firms.

9.1 This contract is being funded, in whole or in part with the Department of Transportation (DOT) financial assistance. Accordingly, it is the policy of the County, to

- a) To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
- b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- c) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- d) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- e) To help remove barriers to the participation of DBEs in DOT assisted contracts;
- f) To assist the development of firms that can compete successfully in the market place outside the DBE Program.

9.2 This solicitation is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs and Palm Beach County Resolution No. 99-1617 setting forth the County's Disadvantaged Business Enterprise Program.

9.3 The contractor and its subcontractors for this project shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of the work associated with this DOT assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate. Each subcontract that the contractor enters into must include the assurance of non-discrimination set forth in this paragraph.

9.4 DBE Participation Goals (**Exhibits 4 – 4E**):

- a) If a DBE participation goal has been established for this solicitation, the level of DBE participation proposed will be a factor in determining the award. Although all bidders must meet the required bid procedures specified by Palm Tran, contracts will only be awarded to the bidder who meets either of the following criteria:

- (i) Achieves the DBE participation goal as specified below

OR

- (ii) Submits documentation detailing the Good Faith Efforts made in researching potential DBE subcontractors.

- b) If a DBE participation goal has **not** been established for this project, Palm Tran encourages the Prime Contractor to make every attempt to secure a level of DBE participation that contributes toward the achievement of Palm Tran's overall DBE goal.

- (i) (**X**) **DBE Goal Established for this Solicitation:** The bidder shall make a Good Faith Effort to subcontract at least 20 % of the dollar value of the total amount of this contract to certified DBE Subcontractors (Race Conscious).

OR

- (ii) () **No DBE Goal Established for this Solicitation:** Palm Tran encourages the bidder to make every attempt to obtain participation of certified DBEs and other Small Business Enterprises (SBE) certified by a cognizant agency in the completion of this contract (Race Neutral). The SBE and/or DBE non-mandatory goal for this project is 15%.

The contractor agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (certified by a cognizant agency) are used when possible. The contractor also

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agrees that each subcontractor will facilitate participation by small business owned and controlled by socially and economically disadvantaged individuals, to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

10. Energy Conservation. The contractor agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor further agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

11. Termination for Convenience or Default. If this solicitation is valued at \$10,000 or greater (with the exception of contracts with nonprofit organizations and institutions of higher education, for which the applicable threshold is \$100,000), the County may terminate the contract, in whole or in part, at any time by written notice to the contractor when it is in the Government's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to the County. If the contractor has any property in its possession belonging to the County, the contractor will account for the same, and dispose of it in the manner the County directs. If the contractor fails to deliver supplies or to perform the services within the time specified in the contract or any extension, or if the contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. The County shall terminate the contract by default by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If the contract is terminated while the contractor has possession of County-owned goods, the contractor shall, upon direction of the County's contract administrator, protect and preserve the goods until surrendered to the County or its agent. The contractor and the County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County. Similar provisions apply to purchase orders and contracts for construction and architect/engineering services. Refer to Article 21 of the Best Procurement Practices Manual, incorporated as a reference herein.

12. Government-wide Debarment and Suspension. (**Exhibit 3**) If this solicitation has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor agrees to comply with, and assures compliance of each third-party contractor and subrecipient at any tier, with 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in any lower tier covered transaction it enters into.

13. Buy America. If this solicitation exceeds \$100,000 and use steel, iron & manufactured products, the contractor agrees, to the extent applicable, to comply with 49 USC §5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the County the appropriate Buy America certification model formats, if applicable, for which are contained as **Exhibit 1**, attached, with all bids or proposals on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification, if applicable, must be rejected as nonresponsive.

14. Breaches and Dispute Resolution. FTA Circular 4220.1F imposes the requirements at 49 CFR Part 18 upon all contracts in excess of \$100,000, which contain provision of conditions that allow for administrative, contractual, or legal remedies where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. Accordingly, should the provisions of the contract not address a particular subject or issue involving disputes, performance during disputes, claims for damages, remedies, or rights and remedies, the contractor agrees to comply with the provisions contained at 49 CFR Part 18, and further agrees to include a similar provision in all subcontracts over \$100,000.

15. Lobbying. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by U.S. Department of Transportation regulation, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary for 31 USC §1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or

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organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 USC §1352. Such disclosures are forwarded from tier to tier up to the recipient. A certification format is appended as **Exhibit 2**.

16. Clean Air. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The contractor agrees to comply with the Clean Air Act (42 U.S.C. §§ 7401 – 7671q.), as amended-contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q). The contractor further agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

17. Clean Water. If this solicitation is valued at \$100,000 or more, the contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The contractor agrees to report each violation to the County and agrees that the County will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

18. Fly America. The contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR §§ 301-10.131-301-10.143, which provide that recipients and subrecipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The contractor shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certification of compliance with the Fly America requirements. The contractor agrees to include this requirement in all subcontracts that may involve international air transportation.

19. Drug and Alcohol Testing Requirements – Applies to operational bus service contracts. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, any Palm Beach County agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 when requested by Palm Beach County and to submit the Management Information System (MIS) reports before March 1 annually to Palm Beach County. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

20. Safe Operation of Motor Vehicles.

a. Seat Belt Use. Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. Distracted Driving, Including Texting While Driving. Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

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c. Safety. The Contractor is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.
- (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

d. Definitions

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

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By signing below I confirm that I have read and understand PART A GENERAL CONDITIONS – APPLICABLE TO THIS SOLICITATION and, PART B ADDITIONAL REQUIREMENTS – CONDITIONAL. FAILURE TO DO SO SHALL RENDER YOUR RESPONSE NON-RESPONSIVE.

COMPANY NAME: _____

ADDRESS: _____

CITY/ STATE/ ZIP CODE: _____

SIGNATURE: _____

TYPE NAME: _____ DATE: _____

CONTRACTOR SHALL FULLY COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION, INCLUDING THE EXHIBITS. IF APPLICABLE, THE FOLLOWING EXHIBITS AND ATTACHMENTS SHALL BE SIGNED AND RETURNED WITH OFFER. FAILURE TO DO SO SHALL RENDER YOUR RESPONSE NON-RESPONSIVE.

EXHIBIT 1

BUY AMERICA CERTIFICATION----ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$100,000 AND USE STEEL, IRON & MANUFACTURED PRODUCTS

EXHIBIT 2

RESTRICTIONS ON LOBBYING CERTIFICATION----ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$100,000

EXHIBIT 3

SAM (SYSTEM FOR AWARD MANAGEMENT)

EXHIBIT 4 – 4E

DBE (DISADVANTAGED BUSINESS ENTERPRISE) FORMS

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EXHIBIT 1
BUY AMERICA CERTIFICATION

Every procurement in excess of \$100,000 (based on the contract value) of steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) shall require the appropriate certificate completed as set forth below, and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b). This applies to tier-one contractors must be "passed-down" to sub-contractors, the contractor agrees to include a similar provision in each subcontract financed in whole or under this contract.

If this solicitation is valued in excess of \$100,000 and involves the procurement of steel, iron, or manufactured products, the bidder or offeror hereby certifies that it:

- ☐ Will comply with the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- ☐ Cannot comply with the requirements of 49 USC 5323(j) but it may qualify for an exception pursuant to 49 USC 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7. (Attach applicable documentation)

 (Date)

 (Signature)

 (Print Name)

 (Title)

 (Company)

General Requirements

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
- (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

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EXHIBIT 2
RESTRICTIONS ON LOBBYING CERTIFICATION

**FOR ALL PROCUREMENTS OVER \$100,000 INVOLVING
 CONSTRUCTION/ARCHITECTURAL AND ENGINEERING/ACQUISITION OF ROLLING
 STOCK/PROFESSIONAL SERVICE CONTRACTS/OPERATIONAL SERVICE CONTRACTS/
 TURNKEY CONTRACTS**

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

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

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

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

(Date)

(Signature)

(Print Name)

(Title)

(Company)

Note: This certification must accompany each bid or offer exceeding \$100,000. Pursuant to 31 USC §3801(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

APPENDIX C
SPECIAL CONTRACT PROVISIONS

EXHIBIT 3

Exclusion records apply to prime contractors and their subsequent subcontractors through all tiers, for contracts exceeding \$ 25,000. Please print all applicable subcontractor's search record(s) and submit with your bid.



How do I search for an exclusion?

Helpful Information

What is SAM?

The System for Award Management (SAM) is a U.S. Government owned and operated free web site containing entity registration records and exclusion records.

What is an exclusion?

Exclusion records identify those parties excluded from receiving certain federal contracts, subcontracts, and financial and non-financial assistance and benefits. These are also commonly known as "suspensions" and "debarments".

Use the following steps to search for an exclusion:

1. Go to www.sam.gov
2. Select Search Records from the main navigation menu.
3. You can search for exclusion records either via Quick Search or Advanced Search – Exclusions.
4. Quick Search will return both entity registration and exclusion records if there are results matching your search criteria. You can quickly search by the entity's name, DUNS Number, or CAGE Code.
NOTE: Individuals are not assigned DUNS Numbers. If you are checking for an exclusion against an individual, search by the individual's name.
5. Advanced Search – Exclusions gives you three ways to search for exclusion records in SAM using. Select a radio button corresponding to the category header that best describes how you want to search. The accordion will expand to show you the search criteria. You can only use one approach at a time.
 - If you want to search for exclusion records within a certain date range, use the Single Search approach.
 - If you are trying to search for more than one excluded party at a time, you can search for up to six names using the Multiple Names approach.
 - If you choose the SSN/TIN approach, the name and SSN or TIN you enter must match exactly what is contained on an exclusion record for the result to be returned.
6. Always make sure you read the exclusion record carefully. Names can be similar. If you have any doubt whether the exclusion record returned is the party for which you were searching, contact the Excluding Agency which created the exclusion record. There is a link to the Agency Exclusion POC in the record details.

APPENDIX C
SPECIAL CONTRACT PROVISIONS

LETTER OF INTENT - EXHIBIT 4

To Utilize a Disadvantaged Business Enterprise (DBE) Subcontractor/Subconsultant

From: _____
 (Name of Proposer/Bidder)

To: Palm Beach County, Selection Committee

Project Description: _____

In response to Palm Beach County's RLI/Bid No. _____, the undersigned hereby agree to utilize as a subcontractor the firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Palm Beach County.

Name of Firm: _____
 (Proposed DBE Subcontractor/Subconsultant)

Expiration of DBE Certification: _____ (Attach copy of DBE certification)

Projected Work Assignment: Enter description of work assignment _____

Projected Percentage of Prime's Contract Fees to be Awarded: (Dollar Amount or Percentage %) _____

 (Signature of Owner or Authorized Rep.)

 (Date)

Subscribed and sworn to before me this _____ day of _____ 20_____.

 (Notary's Signature)

 (Notary Seal)

(ACKNOWLEDGEMENT BY THE PROPOSED DBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one)

_____ an individual _____ a partnership _____ a corporation _____ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

 (Signature of Owner or Authorized Rep.)

 (Date)

Subscribed and sworn to before me this _____ day of _____ 20_____.

 (Notary's Signature)

 (Notary Seal)

APPENDIX C
SPECIAL CONTRACT PROVISIONS

SCHEDULE OF DBE PARTICIPATION

EXHIBIT 4-A

(To be submitted with an executed Letter of Intent from each DBE firm listed in this form)

BID/RLI #:	DATE FORM SUBMITTED:
PROJECT NAME:	PROJECT START DATE:
PRIME CONTRACTOR:	ADDRESS:
CONTACT PERSON:	TELEPHONE #:

DBE Subcontractor	Expiration of Certification	DBE Contact	Phone	Type of Work To Be Performed		Estimated Sub-Contract Amount
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
Total Estimated Dollar (\$) DBE Participation					\$	
DBE Subcontractor Participation Percentage (Total estimated amount allocated to DBEs divided by Total Contract Amount)					%	

The listing of a DBE shall constitute a representation by the bidder/responder to Palm Beach County that such DBE has been contacted and properly apprised of the upcoming County project. Bidders/Responders are advised that the information contained herein is subject to verification by Palm Beach County's contract representative, with the concurrence of Palm Tran's DBE Liaison, and that submission of said information is an assertion of its accuracy, per the requirements of the DBE Program.

I certify that the above information is true to the best of my knowledge

<i>Signature</i>	<i>Title</i>	<i>Date</i>
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THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL

APPENDIX C
SPECIAL CONTRACT PROVISIONS

SAMPLE - DBE Unavailability Report

EXHIBIT 4-B

RLI/BID NO. _____

(NAME OF PRIME CONTRACTOR)	(ADDRESS)	(TELEPHONE NO.)
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The undersigned representative of the prime contractor, personally appeared before the undersigned officer, authorized to administer oaths who, after being duly sworn, states that the undersigned has contacted the DBEs listed below and that said DBEs are unavailable to perform or to submit a bid which was not the low acceptable bid set forth, and that the following information regarding DBE subcontractors is true and correct to the best of his/her knowledge:

1. The following DBE contractors were invited to bid subcontract work, but were not available to work.
(Provide copy of the invitation, dates, List of DBEs, address, and responses.)
2. The following DBE contractors were invited to bid subcontract work, but did not respond to the invitation. (Provide copy of the invitation, dates, List of DBEs, address)
3. The following DBE contractors submitted bids which were not the low acceptable bids.
(Provide copy of the responses and your analysis as to why the bids were not acceptable).

If you did not get any responses to your solicitation of DBE contractors, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

Your report should include information as detailed under Section 9 d. of the Bid Document:
DBE Unavailability Report – Good Faith Efforts

The report should be signed by the same person signing the Bid submittal.

Signature: _____

Title: _____

Date: _____

APPENDIX C
SPECIAL CONTRACT PROVISIONS

DBE UTILIZATION REPORT

EXHIBIT 4-C

Report No. _____

CONTRACT #:	CONTRACT AMOUNT: \$	DATE FORM SUBMITTED:	
PROJECT DESCRIPTION:	PROJECT COMPLETION DATE:		
PRIME CONTRACTOR:	PERIOD ENDING:		
CONTACT PERSON:	TELEPHONE #:	FAX #	

SUBCONTRACTING INFORMATION

TO BE SUBMITTED MONTHLY TO COUNTY'S CONTRACT REPRESENTATIVE AND PALM TRAN'S DBE LIAISON (csalazar@pbcgov.org)

DBE Subcontractor	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amount Paid This Period	Amount Paid To Date	Gender		Ethnic Category				
						M	F	B	H	A	NA	W

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature	Title	Date
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Note: The information provided herein is subject to verification by Palm Tran's DBE Liaison.

APPENDIX C
SPECIAL CONTRACT PROVISIONS

FINAL DBE UTILIZATION REPORT

EXHIBIT 4-D

(To be submitted with the final invoice)

CONTRACT #:	CONTRACT AMOUNT:	DATE FORM SUBMITTED:
PROJECT DESCRIPTION:	PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:	PERIOD ENDING:	
CONTACT PERSON:	TELEPHONE #: ()	FAX # ()

SUBCONTRACTING INFORMATION

All payments made to DBE subcontractors must be reported on this form.

DBE Subcontractor	Description of Work	Original Amount (Agreed to Price)	Final Subcontract Amount	Total Amt Paid	Gender		Ethnic Category				
					M	F	B	H	A	NA	W
	TOTALS:										

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature	Title	Date
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Note: The information provided herein is subject to verification by Palm Tran's DBE Liaison.

APPENDIX C
SPECIAL CONTRACT PROVISIONS

EXHIBIT 4-E

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

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

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and has submitted Exhibit 5 B demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

By _____
(Signature) (Title)

Print Name

APPENDIX D
CERTIFICATION REGARDING DEBARMENT
AND SUSPENSION
RFP NO. F-19-019/SS

The Contractor certifies that:

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: _____

ADDRESS: _____

COMPANY'S AUTHORIZED OFFICIAL:

Name and Title

Signature

Date

APPENDIX E
CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT
RFP NO. F-19-019/SS

This Required Certification MUST be Submitted with ALL Proposals

The undersigned proposer certifies, to the best of his or her knowledge, that:

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

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

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

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

APPENDIX F

DRUG-FREE WORKPLACE CERTIFICATION

RFP NO. F-19-019/SS

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal submission to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature

Date

APPENDIX G
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. F-19-019/SS

Page 1 of 2

**TO: PALM BEACH COUNTY CHIEF OFFICER
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
[] an individual **or**
[] the _____ of _____.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: _____
_____.

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public

(Print Notary Name)

State of Florida at Large

My Commission Expires: _____

EXHIBIT "A"
TO
APPENDIX G
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. F-19-019/SS

Page 2 of 2

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

Address

[illegible]