

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
ROUTEMATCH SOFTWARE, INC.
FOR INTEGRATED INTELLIGENT TRANSPORTATION SYSTEM (ITS)
EXPANSION PROJECT
RFP #16-0428**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Routematch Software Inc., a foreign corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Proposals (RFP), #16-0428, for procurement of an Integrated Intelligent Transportation System (ITS) Expansion Project; and

WHEREAS, the CONTRACTOR desires to provide such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to provide an Integrated Intelligent Transportation System (ITS) Expansion Project, within the Scope of Services set forth **Attachment A**, the CONTRACTOR's Proposal set forth in **Attachment B**, and the Addendum to the RFP set forth in **Attachment C**, all attached hereto and incorporated herein by reference. The purpose of this Agreement is for the purchase and installation of hardware and technologies to interface with the existing Routematch Software modules used by the COUNTY in its public transit function. The COUNTY may, at its sole option, elect to purchase additional installation hardware and technologies performing the same function. The overall goal is to continue to expand and improve the COUNTY's transportation operations while maintaining or increasing efficiency, customer service, and satisfaction measures in service delivery. Such services shall be in compliance with all relevant requirements directed by the Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), Lake County itself and/or any associated funding partners, or local jurisdictions.

2.2 This Agreement shall commence on the first calendar day of the month succeeding its approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the COUNTY's Office of Procurement Services, and is contingent upon the completion and submittal of all required pre-award documents. The initial term of this Agreement shall be twelve (12) months, and then the Agreement will remain in effect until completion of the expressed

and/or implied warranty period. The Agreement prices set forth herein shall prevail for the full duration of the initial term unless otherwise indicated elsewhere in this Agreement.

2.3 Prior to, or upon completion of, the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for four (4) additional one (1) year period(s). Prior to completion of each exercised Agreement term, the COUNTY may consider an adjustment to the Price Schedule based on changes in the following pricing index: CPI-W. It is the CONTRACTOR's responsibility to request any pricing adjustment in writing under this provision. The CONTRACTOR's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current Agreement term. The CONTRACTOR adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the COUNTY will assume that the CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

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

2.4 The CONTRACTOR shall coordinate, cooperate, and work with any other contractors retained by the COUNTY. The CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

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

Article 3. Payment

3.1 The COUNTY shall pay and the CONTRACTOR shall accept as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Schedule which is attached as **Attachment D** to this Agreement and which is made a part of this Agreement by reference.

3.2 The CONTRACTOR shall submit invoices to the COUNTY user department(s) based on the schedule specified in the scope of work. Payment of all such invoices shall be subject to formal acceptance of the related work by the COUNTY. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding work assignment and related acceptance document that was signed by an authorized representative of the COUNTY user department at the time the service and/or work product were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and the

CONTRACTOR may be considered in default of this Agreement and this Agreement may be terminated.

3.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services, or materials.

3.4 In the event any part of this Agreement or the Project/Service, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Project/Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

Article 4. County Responsibilities

4.1 The COUNTY shall promptly review the deliverables and other materials submitted by the CONTRACTOR and provide direction to the CONTRACTOR as needed. The COUNTY shall designate one COUNTY staff member to act as the COUNTY's Project Administrator and/or Spokesperson.

4.2 The COUNTY shall reimburse the CONTRACTOR, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by the COUNTY in accordance with the terms of this Agreement.

4.3 The COUNTY will provide to the CONTRACTOR all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONTRACTOR in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. The CONTRACTOR shall during the entire duration and renewal(s) of this Agreement be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONTRACTOR shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 30-day advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Assignment of Agreement. This Agreement shall not be assigned except with the written consent of the COUNTY's Procurement Services Manager. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

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

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

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

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

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

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured; he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

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

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

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

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the provided insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the CONTRACTOR to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONTRACTOR is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

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

Certificate holder shall be:

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

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

The CONTRACTOR shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

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

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

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

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

5.5 Indemnity. The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. The CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONTRACTOR, its agents, employees or representative, in the performance of the CONTRACTOR's duties set forth in this Agreement.

5.6 Independent Contractor. The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.7 Ownership of Deliverables and Documents. Upon completion of and payment for a task, the CONTRACTOR agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by the CONTRACTOR under this Agreement or furnished by the COUNTY to the CONTRACTOR shall be and/or remain the property of the COUNTY; provided, however, that proprietary information shall remain the property of the CONTRACTOR. The CONTRACTOR shall perform any acts that may be deemed necessary or desirable by the COUNTY to more fully transfer ownership of all non-proprietary Tasks and/or deliverables to the COUNTY, at the COUNTY's expense. Additionally, the CONTRACTOR hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. The CONTRACTOR and the COUNTY recognize that the CONTRACTOR's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. The COUNTY's alteration of the CONTRACTOR's work product or its use by the COUNTY for any other purpose shall be at the COUNTY's sole risk.

All reports, documents, information, presentations, and other materials prepared by the CONTRACTOR in connection with this Agreement are the COUNTY's sole property in which the CONTRACTOR has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the CONTRACTOR by the COUNTY shall remain the sole property of the COUNTY, and except for the CONTRACTOR's limited possession for the purpose of carry out this Agreement, shall be returned to the COUNTY at the conclusion of this Agreement. Nothing written in this paragraph, however, will be interpreted to forbid the CONTRACTOR from retaining a single copy of information for its files.

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement. The CONTRACTOR may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONTRACTOR of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. The CONTRACTOR's sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

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

5.10 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy and Warranty. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. The CONTRACTOR agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that the CONTRACTOR gives to any customer for comparable products and services, including but not limited to the CONTRACTOR's warranty set forth in **Attachment E**, attached and incorporated by reference herein, and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the COUNTY by any other provision of this Agreement.

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

5.12 Acceptance of Goods or Services. The product(s) delivered pursuant to this Agreement shall remain the property of the CONTRACTOR, and services rendered under this Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

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

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

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

5.16 Conflict of Interest. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

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

5.18 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. The CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular

business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, the CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

5.19 Deficiencies in Work to be Corrected by the Contractor. The CONTRACTOR shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the COUNTY's project administrator, who may confirm all such verbal reports in writing. The CONTRACTOR shall bear all costs of correcting such rejected work. If the CONTRACTOR fails to correct the work within the period specified, the COUNTY may, at its discretion, notify the vendor, in writing, that the CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If the CONTRACTOR fails to correct the work within the period specified in the notice, the COUNTY shall place the CONTRACTOR in default, obtain the services of another vendor to correct the deficiencies, and charge the CONTRACTOR for these costs, either through a deduction from the final payment owed to the CONTRACTOR or through invoicing. If the CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate this Agreement for default.

5.20 Risk of Loss.

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

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

5.21 Patents and Royalties.

A. The CONTRACTOR, without exception, shall indemnify and hold harmless the COUNTY, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the CONTRACTOR. The CONTRACTOR has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied

by the CONTRACTOR or is based solely and exclusively upon the COUNTY's alteration of the article. The COUNTY will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the CONTRACTOR may, at its option and expense, procure for the COUNTY the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the COUNTY agrees to return the article on request to the CONTRACTOR and receive full reimbursement of all monies paid to the CONTRACTOR). If the CONTRACTOR uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.

C. The CONTRACTOR will defend, at its own expense, any action brought against the COUNTY to the extent that it is based on a claim that the article supplied by the CONTRACTOR under this Agreement infringes a patent, industrial design, or any other similar right, and the CONTRACTOR will pay any costs and damages finally awarded against the COUNTY in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

- the CONTRACTOR will be notified promptly in writing by the COUNTY of any notice of such claim received by the COUNTY, and
- the CONTRACTOR will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

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

5.23 Key Personnel. The CONTRACTOR agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONTRACTOR must be able to promptly provide a qualified replacement. In the event the CONTRACTOR desires to substitute personnel, the CONTRACTOR shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

5.24 Furnish and Install Requirements. The specifications and/or statement of work contained within this Agreement describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the CONTRACTOR from furnishing, installing or performing such work where required for the satisfactory completion of the project. The CONTRACTOR shall also be required to provide adequate general user training to COUNTY personnel on the appropriate use of the materials or products as and if necessary.

5.25 Hourly Rate. Any hourly rate quoted shall be deemed to provide full compensation to the CONTRACTOR for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The CONTRACTOR shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this Agreement,

and any other applicable laws of the State of Florida. If overtime is allowable under this Agreement, it will be covered under a separate item in the special clauses.

5.26 Reporting During Process. During the initial term of this Agreement the CONTRACTOR shall deliver all reports to and respond, orally and/or in writing, to all inquiries from the COUNTY's Project Manager and/or designated representative. The COUNTY's Project Manager and designated representative shall be identified upon award.

The CONTRACTOR shall provide periodic progress reports as requested by the COUNTY. The progress report shall be made available in an electronic format compatible with Microsoft Word, outlining the following:

- A. The status of all project tasks;
- B. A summary of any meetings and/or training held during the reporting period;
- C. An indication of any delays or anticipated delays in meeting target completion dates;
- D. An explanation of the reasons for any delays or anticipated delays; and
- E. A proposed plan to resolve issues and delays.

5.27 Return of Assets. Except as otherwise provided in this Agreement, or upon termination of this Agreement, the CONTRACTOR shall return all COUNTY-owned assets including, but not limited to, stored data and information.

5.28 Right to Require Performance.

A. The failure of the COUNTY at any time to require performance by the CONTRACTOR of any provision hereof shall in no way affect the right of the COUNTY thereafter to enforce same, nor shall waiver by the COUNTY of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. In the event of failure of the CONTRACTOR to deliver services in accordance with the terms and conditions of this Agreement, the COUNTY, after due written notice, may procure the services from other sources and hold the CONTRACTOR responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the COUNTY may have.

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

5.30 Customer Support. The CONTRACTOR shall provide technical support by phone twenty-four hours a day, seven days a week. Customer support personnel will be available for live consultation from 8:00 AM to 5:00 PM EST and will return all calls within two (2) hours.

5.31 Furnish and Install Requirements. The specifications and/or statement of work contained within this Agreement describe the various functions and classes of work that may be required for the completion of work. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the CONTRACTOR from furnishing, installing

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

5.32 Labor, Materials, and Equipment Shall be Supplied by the Vendor. Unless otherwise stated in this Agreement, the CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the COUNTY's Project Manager. Any component of the vehicle found by the COUNTY Fleet Division that is not properly working after the installation must be corrected at the expense of the vendor.

5.33 Liquidated Damage for Late or Deficient Performance. The CONTRACTOR may be assessed liquidated damages for failure to notify the COUNTY of any delays in the delivery of the said hardware from the agreed upon schedule. The CONTRACTOR agrees to deliver all hardware associated with this Project within sixty (60) days from the execution of this Agreement. Liquidated damages of \$150.00 per day shall be assessed against the CONTRACTOR for each day that the CONTRACTOR fails to notify the COUNTY of any delay beyond the agreed to delivery date for such Hardware.

5.34 Special Notice Regarding Federal and/or State Requirements. This purchase action is being supported in whole or in part by Federal and/or State funding. Therefore, this Agreement includes provisions related to various specific federal and/or state requirements, which is attached as **Attachment F** to this Agreement and which is made a part of this Agreement by reference. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under this Agreement.

5.35 Training Courses to be Provided. The CONTRACTOR shall provide an intensive training program to a minimum of three (3) COUNTY employees regarding the use of the products or services supplied by the CONTRACTOR in conjunction with this Agreement. The CONTRACTOR shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

5.36 Training Manuals to be Provided. The CONTRACTOR shall supply the COUNTY with a minimum of three (3) comprehensive training manuals which describe the appropriate use of the equipment purchased by the COUNTY in conjunction with this Agreement. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the COUNTY.

5.37 Hardware Maintenance. The CONTRACTOR shall provide all necessary hardware maintenance for term of this Agreement direct from the hardware manufacturer for any hardware the CONTRACTOR provides to the COUNTY.

5.38 Public Records.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the Project/Service has been completed or terminated, or in

accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

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

C. Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, 315 W. MAIN STREET, TAVARES, FLORIDA 32778, SROGERS@LAKECOUNTYFL.GOV

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

5.39 E-Verify. The CONTRACTOR acknowledges and agrees that the CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by CONTRACTOR during the term of the contract, and shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

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

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

6.11 The CONTRACTOR shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. The CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

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

6.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Bahman Irvani, President
Routematch Software, Inc.
1201 West Peachtree Street, Ste 3300
Atlanta, Georgia 30309

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits:

Exhibit A	Scope of Services
Exhibit B	Contractor Proposal
Exhibit C	Addendum
Exhibit D	Pricing Schedule
Exhibit E	Warranty
Exhibit F	Federal Clause Set

{Remainder of page left intentionally blank.}

Agreement between Lake County and Routematch Software, Inc. for Integrated Intelligent Transportation System (ITS) Expansion Project; RFP #16-0428

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

By: Bahman Irvani
Bahman Irvani, President
Routematch Software, Inc.

This 18 day of November, 2016.

COUNTY

Lake County, Florida

ATTEST:

Neil Kelly
Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Timothy I. Sullivan
Timothy I. Sullivan, Chairman
This 6th day of Dec., 2016

Approved as to form and legality:

Melanie Marsh
Melanie Marsh, County Attorney

ATTACHMENT A: SCOPE OF SERVICES

SCOPE OF SERVICES

The purpose of this solicitation is to establish a contract for the purchase and, at the County's option, installation of additional hardware and technologies to interface with the existing Routematch Software modules used by the County in its public transit function. The overall goal is to continue to expand and improve its transportation operations while maintaining or increasing efficiency, customer service, and satisfaction measures in service delivery.

The contract resulting from this solicitation may be funded by federal grants. The awarded vendor shall comply with the entirety of the project-specific clause set provided at Attachment 6 of this solicitation. It is specifically noted that the Davis-Bacon Act does not apply to the services to be performed as that effort involves no alteration of real property.

Functional Requirements

The selected contractor shall provide hardware, all brackets, nuts, bolts, connectors, and all integration and installation necessary to provide a fully operational system for each vehicle.

The project management services to be provided include, but are not limited to those related to management and coordination of ITS component compatibility, testing of installed ITS equipment to ensure proper functionality, and other functions as needed in the successful deployment of ITS components.

Specific responsibilities of the successful applicant will include, but not be limited to the following:

- Coordinate the installation of, or if so requested by the County, physically install, ITS components (hardware and software) on both fixed route and paratransit vehicles.
- Testing of ITS components before, during, and after installation to ensure proper functionality.
- Ensure compatibility and coordination of effort and information between the various ITS components (eg. Single-button settings, shared GPS, wireless communications, etc.)
- All hardware, purchased or replaced, must be new or certified refurbished, compatible and successfully and seamlessly interface with the current software.
- Maintenance and upkeep of ITS components per contractual requirements.

Current Fleet

The transit division of Lake County provided approximately 307,566 passenger trips on the fixed route transit service and approximately 130,373 passenger trips on its paratransit service. The County operates a fleet of 77 vehicles, (18 fixed route, 53 paratransit and 6 service vehicles). Fixed route service operates a maximum number of 9 buses per day over 5 routes and paratransit services operates a maximum number of 43 buses per day.

A current list of vehicles is attached and can be found in Attachment 5.

Existing Technology Specifications

The transit division of Lake County has already purchased and installed scheduling/dispatch software which is provided and maintained by RouteMatch Software, Inc. Purchased software modules are as follows:

RouteMatch uses GIS-based scheduling and routing algorithms and supports Americans with Disabilities Act (ADA) requirements.

Specific modules include:

RouteMatch Demand Response

- Addresses
- Customers
- Trips
- Scheduling
- Dispatching
- Verification
- Funding Sources
- Billing
- Services
- Coordination
- Message Board
- Self-Service Management Console
- Notifications

RouteMatch Fixed Route

- Fixed Route Dispatching
- Fixed Route Scheduling
- Fixed Route Authoring
- Fixed Route Verification
- Fixed Route Monitoring
- Fixed Route Analysis

Currently Needed Hardware (Fixed-Route and Paratransit buses)

The following provides a list of the requested hardware that must be compatible with the current RouteMatch software. Vendor shall meet or exceed current make, model and version as stated below. The Contractor shall install communications cabling and connections compliant with the Society of Automobile Engineers (SAE) J-1708/1587 or J-1939 network standard, to form a Vehicle Area Network (VAN) connecting the Mobile Data Terminal (MD) with farebox (when available), headsign, APC controller, DVR, AVA controller and interior DMS for AVA, for common login, operating control and other integrated functionalities. Further, MDTs shall be able to be integrated with optional on-board equipment (when purchased) that includes TSP

emitters, on-board surveillance systems and maintenance network gateways for vehicle component monitoring.

All supported Message IDs (MID) and Parameter IDs (PID), available for communications with on-board devices using the J-1708/1587 or J-1939 interface, shall be fully documented.

Automated Annunciation System (AAS)

- A. Current system installed: Mackenzie DADS MB701

Functional Requirements

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

General AAS Requirements

- A. An AAS shall be installed on each Lake County fixed-route vehicle.
- B. The AAS shall function as follows. As each Lake County fixed route vehicle approaches a stop, major intersection, or other designated location, a digitally-recorded announcement shall be automatically made over the on-board public address (PA) system speakers (it is the responsibility of the proposers to test the vehicle PA system speakers for proper operation and provide speakers or replace speakers as needed) and displayed on an LED sign inside the vehicle to inform passengers about the next stop. The volume of the announcements shall be automatically adjusted according to the noise level on the vehicle at the time. No vehicle operator interaction shall be required to operate the annunciation system. However, the vehicle operator shall have the ability to manually operate the system whenever it is deemed appropriate to do so. Further, the vehicle operator's use of the on-board PA system shall override any automated announcements.
- C. In the event that a vehicle is operating off-route, the automated announcements/displays shall not be made. The system shall detect reacquisition of the route, at any point along the route, and automatically determine and announce the next valid bus stop or other designated location. Off-route and on-route detection and recovery shall be automatic and not require operator intervention or action, nor shall it require the vehicle to be driven to special reacquisition points.
- D. The location information announced/displayed shall be the name of the stop, the location of the stop (if different from the stop name), transfer opportunities (if the potential route is currently operating), and other information to be determined at a later date (e.g., points of interest located close to the stop). The annunciation system shall use the vehicle location information from the AVL to trigger these announcements on-board the vehicle whenever the vehicle enters a "trigger zone." A

trigger zone is a user-defined area that is located just prior to each stop location configurable by the vehicle on both a global basis or as superseded on a stop-specific basis. For example, the trigger zone may begin 800 feet before each stop or other announcement location.

- E. Optionally, at each stop, as the doors are opened for passenger boarding, a route/destination announcement shall be made outside the LakeXpress vehicle. The volume of the external announcement must be able to be set globally dependent on the time of day and location that the announcement is being made.
- F. In addition to next stop announcements/displays, the annunciation system shall be capable of making time-based, location-based and vehicle operator-initiated announcements/displays. Time-based announcements/displays shall be programmed to be made on-board the vehicle at specific times of the day, days of the week, or within specified time periods. Separate announcements/displays shall be programmed to be made on-board the vehicle when that vehicle is at a specific location(s).
- G. Vehicle operator-initiated announcements/displays (e.g., safety-related announcements) shall be programmed to be made at the vehicle operator's discretion. The system shall be able to store up to a total of 99 time-based, location-based and vehicle operator-initiated announcements/displays on the MDT.

In-Vehicle Hardware Requirements (Fixed-Route and Paratransit buses)

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

- A. Automatically initiate audio announcements and sign displays;
- B. Communicate with the AVL system and other on-board systems, as necessary; and
- C. Provide the vehicle operator with manual control of the system, if necessary;
- D. Dual-channel high fidelity audio capable of playing simultaneous internal (and optional external) announcements;
- E. Two built-in 20-watt amplifiers; or whatever size to sufficiently be audible.
- F. Noise-sensing device for each audio channel, which shall automatically and independently adjust each channel's volume as appropriate in response to ambient noise detected; and
- G. Independent volume control for each audio channel, automatically adjusted for ambient noise.
- H. The internal display sign for each Lake County fixed route vehicle shall display coordinated text for next stop and other audio announcements. The sign shall meet all ADA requirements for internal signage.
- I. The internal display signs shall be constructed to withstand the harsh transit environment.

RouteMatch RM Velocity Vehicle Logic Units (VLU) w/ 4G/LTE in.

- A. Multimode Cellular Public Data Network (PDN) modem • 4G/LTE: with WiFi: (2.4GHz) 802.11 b/g/n
- B. Modem 4G or LTE modem.
- C. All modems, when replaced, must be replaced with similar or better modems.

In-Vehicle Next Stop Signage (Fixed-Route and Paratransit buses)

- A. Sunrise Systems Amber signs NXXTPS 7x96

Automated Passenger Counter (APC) (Fixed-Route and Paratransit buses)

- A. Current APC is Dilax. Exact parts depend on door widths, how many doors and type of bus they're installed on.
- B. Generates management reports and provides service planning information.

Physical Requirements (Fixed-Route and Paratransit Buses)

- A. Each doorway on an equipped vehicle shall be fitted with one or more APC sensors.
- B. The APC sensors for each doorway may be mounted either beside or above the doorway passage, involving the use of infrared beam technology and no need for direct contact with passengers.
- C. Floor treadles shall not be incorporated into the doorway sensor design.

Interface Requirements (Fixed-Route and Paratransit Buses)

- A. The APC sensor for each doorway shall be connected to a single APC controller.
- B. The APC controller shall be connected to the standard SAE J-1708/J-1587 or J-1939 VAN Vehicle Area Network (VAN) to enable communication with the MDT.
- C. The APC sensors may alternatively be each connected directly to the J-1708/J-1587 or J-1939 Vehicle Area Network (VAN) to enable communication with the MDT without any intermediate APC controller.

Functional Requirements (Fixed-Route and Paratransit Buses)

- A. Counts the number of passengers boarding and alighting at each stop, separately for each doorway.
- B. Stores the boarding and alighting counts on-board, for each stop and doorway, including the GPS latitude and longitude for the stop location as well as the current date, time, block, route and trip.
- C. Maintains the current vehicle occupancy, based on the cumulative boardings and alightings
- D. Assigns count records to stops based on GPS locations
- E. Transfers the stored counts data to the central transit management system via the cloud
- F. Receives and implements APC subsystem software and data updates, from the central transit management system, via the cloud.
- G. Provides a combination of pre-defined reports and the ability to create ad-hoc reports based on the APC data.
- H. Supports data post-processing to improve the accuracy of the APC data.
- I. Provides interface between APC post-processed data and County's GIS system for service planning analysis.

Performance Requirements (Fixed-Route and Paratransit Buses)

- A. The doorway sensors shall be able to count and differentiate between boarding and alighting passengers.
- B. The doorway sensors shall be able to separately count successive passengers that are walking as close together as is practicable, either one behind the other or side by side.
- C. The doorway sensors shall be able to count the moving passengers with heights between 1 meter in height and a maximum height of the doorway.
- D. The doorway sensors shall be able to count moving passengers with speed between 0.1 and 3 meters per second.
- E. The doorway sensors shall be able to separately count a small child being carried by another passenger.
- F. The doorway sensors shall not register as multiple passengers the passage of a single passenger that reaches into or out of the doorway passage, or is swinging their arms, while passing through the sensor beams.
- G. The doorway sensors shall not separately count objects carried by passengers such as shopping bags or umbrellas.
- H. Boarding and alighting counts shall only be recorded when the doorway is open. This will avoid any counting of passengers moving in the vicinity of the doorway passengers between stops.
- I. Boarding and alighting counts shall only be recorded with the vehicle MDT is logged into the revenue service run. If there is a bus breakdown and passengers need to transfer to a replacement bus, this will allow the passenger transfer to be done with both buses logged out of the run so the transferring passengers are not erroneously double-counted.
- J. The percent error for boarding or alighting counts at a given doorway, measured at a given stop, shall be calculated as: absolute value of (measured count minus observed count) divided by (observed count). For example, if 7 passengers were observed boarding through the front door at the stop and the APC system recorded 8 passengers boarding, the percent error would be $1/7$ (i.e., 14%).
- K. The average percent error for both boardings and alightings for each vehicle doorway shall be 5%, under the full range or ambient illumination conditions and for ambient temperatures.
- L. A sample of at least 50 % error observations shall be collected at various revenue service stops, for both boardings and alightings at each vehicle doorway, and the average percent error for each sample shall be within the range 3% to 7%.
- M. The APC subsystem shall be interfaced with a wheelchair lift sensor, with the number of wheelchair lift operational cycles at each stop is also recorded.
- N. For each stop, a data record shall be created to store the number of boarding and alighting passengers for each doorway and the number of wheelchair lift activations.
- O. Each data record shall include the current GPS latitude and longitude (if the GPS receiver indicates that it currently has GPS lock), as well as the current date/time, block, vehicle number, vehicle operator ID, run number, route and trip number.
- P. The date/time of any separate APC controller shall be updated at least one per day from the MDT.

- Q. Data records may be stored in either the APC controller or the MDT, with sufficient on-board memory capacity to allow for storage of at least 72 hours of APC data.
- R. On-board memory shall be non-volatile storage so that a power supply is not required to retain the stored APC data records.
- S. The APC controller shall be connected to the MDT to support annual and as-needed calibration of the doorway sensors and review of stored data records

Installation Requirements

- A. APC sensors shall be mounted to avoid any protrusions into the doorway passage, with sealed windows for the infrared beams.
- B. Cabling to the doorway sensors shall be shielded and routed to avoid sources of electromagnetic interference, such as fluorescent lighting ballasts.
- C. The doorway sensors and APC controller shall be mounted in locations that are not accessible to the driver.
- D. The alignment of the doorway sensors shall be calibrated after installation, to establish the alignment settings for each vehicle that achieve the most accurate performance (and the calibration settings for each vehicle shall be documented for future Lake County reference).

Test Requirements

The Test Procedures shall be prepared by the Contractor and accepted by Lake County prior to the start of any acceptance testing. The Test Procedures shall define which specification performance requirements are to be demonstrated through each of the following stages of acceptance testing. The Test Procedures shall define for each performance requirement the test stage, test procedure and the test result that would constitute a successful demonstration of the performance requirement.

Factory Acceptable Testing

- A. Factory Acceptance Testing shall be completed prior to any installations of the APC subsystem.
- B. Factory Acceptance Testing shall use a complete bench test configuration for the APC subsystem that would be installed on a single vehicle, at a facility provided by the Contractor such as their factory.
- C. The bench test configuration shall include at minimum the following components: (1) doorway sensors installed in two doorway passages with dimensions corresponding to the doorway passages in the actual LakeXpress vehicles to be used; (2) integration of the doorway sensors with the APC controller and MDT (or directly with the MDT), to allow the boarding and alighting counts for test passages through each doorway to be reviewed; and (3) integration with simulated doorway closure sensors.

Proof of Performance Testing

- A. Proof of Performance Testing shall be completed after APC subsystem installation for each vehicle.

- B. Proof of Performance Testing shall use the complete configuration for the APC subsystem installed on each single vehicle, at the vehicle installation facility provided to the Contractor by Lake County Public Transportation.
- C. The installed vehicle configuration shall include at minimum the following components: (1) doorway sensors installed and calibrated in all doorway passages; (2) integration of the doorway sensors with the installed APC controller and MDT (or directly with the MDT), to allow the boarding and alighting counts for test passages through each doorway to be reviewed; and (3) integration with the doorway closure sensors.

Subsystem Integration Testing (Fixed-Route and Paratransit Buses)

- A. Subsystem Integration Testing shall be completed after the APC subsystem has been integrated with the on-board and central systems.
- B. Subsystem Integration Testing shall use the APC subsystem installed on all equipped vehicles, with the central system at the Lake County Public Transport Division.
- C. The installed test configuration shall include at minimum the following components: (1) integration of the doorway sensors (and any APC controller) with the MDT, based on the standard SAE J-1708/J-1587 or J-1939 VAN on the vehicles; and (2) integration with the cloud capabilities for bulk data exchange with vehicles and for performing post-processing and reporting for APC data.

Security Camera System for Fixed Route and Paratransit vehicles

- A. Current make/model/versions installed: Seon Explorer DX12
- B. Fixed Route vehicles: System shall consist of seven (7) cameras shall provide visual record of the full vehicle.
- C. Paratransit vehicles: System shall consist of (4) cameras. Cameras shall provide visual record of the full vehicle.

General

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

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

- Monitor the activities of passengers on-board a transit vehicle;
- Monitor passengers as they board and alight through the stairwells;
- Monitor traffic through windshield;
- Allow voice recording;
- Allow user to prevent deletion of certain portions of the data; and
- Preview and playback saved images.

- Record day or night hours

System Requirements

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

Specifications of Camera

The contractor shall provide, and if so requested by the County, install the camera system on a total of one (1) fixed route vehicle.

Additionally, the contractor shall remove the camera systems currently installed in 12 out of service paratransit vehicles and install the camera systems in 12 new paratransit vehicles.

- A. The system shall be a digital recording system;
- B. All images captured by the system shall be in full-color;
- C. All cameras shall be installed inside buses;
- D. Each Fixed Route vehicle shall be equipped with seven (7) cameras. Camera locations have been identified as follows:
 - #1 facing the front door stairwell;
 - #2 at the front of the bus facing the rear of the bus;
 - #3 facing the rear door stairwell;
 - #4 at the middle of the bus facing the rear of the bus;
 - #5 Facing the driver
 - #6 at the windshield capturing road image;
 - #7 Outside showing the passenger side of the bus
- E. Each Paratransit vehicle shall be equipped with four (4) cameras. Camera locations have been identified as follows:
 - One (1) Facing forward
 - One (1) Facing Driver
 - One (1) Back towards the inside of the bus
 - One (1) Facing Wheelchair area
- F. Aside from the windshield camera, all fixed-route and paratransit vehicle cameras shall provide complete coverage to monitor the entire interior of the bus;
- G. The cameras shall be designed for the harsh transit environment, which includes operating effectively throughout temperature extremes, and withstanding the vibration and shock forces associated with transit vehicles;
- H. The cameras shall be capable of operating in typical transit vehicle interior daylight and nighttime lighting conditions;
- I. The cameras shall record at high resolution, full view, and full motion (30 frames per second) quality;
- J. The cameras shall automatically and instantly adjust aperture to compensate for sudden bright or dark images;
- K. The final location of each camera on each bus type shall be determined in collaboration with Lake County staff;

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

Microphones

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

On-board Recording Unit Requirements

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

- A. Be designed for the harsh transit environment, which includes operating effectively throughout temperature extremes, and withstanding the vibration and shock forces associated with transit vehicles;
- B. The on-board recording unit shall be housed in splash-and tamper-proof enclosures;
- C. The on-board recording unit shall include protection against damage due to electrical overload
- D. The system shall automatically start recording whenever transit power comes on;
- E. The system shall allow for a delayed shut down for a programmed number of minutes after vehicle power is turned off;
- F. Each recorded image frame shall be identified with visible date, time and bus number;
- G. Electrical overload protection shall open the electrical supply circuit of affected modules and subsystems before additional damage to said modules and subsystems, or to other modules, subsystems or power supplies, can occur. Over load protection devices in modules and subsystems shall not be automatically reset. The respective current rating of any overload protection device shall be clearly indicated on each such device;
- H. The on-board recording unit shall have, at a minimum, a 120 Gigabyte hard-drive capacity;
- I. The system shall have the capability to accommodate at least eight (8) cameras;
- J. Authorized users shall be able to easily remove hard-drives to allow data transportability;

- K. The removable hard-drive units shall be of modular design with no access to the recording media or internal components;
- L. The removable hard-drive units shall be housed in splash-and tamper-proof enclosures;
- M. The removable hard-drive units shall be designed for the harsh transit environment, which includes operating effectively throughout temperature extremes, and withstanding the vibration and shock forces associated with transit vehicle
- N. Once images and audio are recorded, the quality of images and audio shall never deteriorate over time, no matter how many times it is played;
- O. The on-board recording units shall allow for wireless transmission of images and audio through the proposed cloud network (vendor will provide a demonstration of the necessary hardware and software required to achieve this transmission);
- P. The system shall allow incidents to be protected from being overwritten once the emergency alarm switch is activated;
- Q. The area of the hard-drive containing an incident shall be protected for a programmed amount of time from up to five (5) minutes prior to the incident to up to fifteen (15) minutes after the incident;
- R. The system shall provide a “quick reference” flag of triggered incidents for quicker future review;
- S. As an option, the on-board recording unit shall be equipped with an internal battery backup to enable the system to capture images and audio even if all vehicle power to the system is cut off due to an accident or other incident;
- T. Two portable units will be provide for onboard viewing and data transfer by Maintenance or Supervisor staff; and
- U. The final location of on-board recording units on each bus type shall be determined in collaboration with Lake County staff;

Operation Hours

Service shall be provided outside the general operating hours stated below:

Fixed route services operate Monday through Friday, 6:00 AM to 7:45 PM and Paratransit vehicles operate Monday through Friday, 6:00 AM to 7:45 PM. Fixed route vehicles do not run on Saturdays Sundays, and the below holidays. Paratransit service is provided on Saturdays for dialysis service before 6:00P.M.:

New Year’s Day
 Martin Luther King Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Christmas Day

Post-Installation Services

The County may require various services related to equipment after installation of such equipment has been completed. Such services include, but are not limited to, repair of

equipment or updates associated with on-going operations. The pricing table includes items for such effort.

ATTACHMENT B: PROPOSAL



2. Tab B - Proposed Solution Description(s)

2.1. Description of Approach and Process

For this particular project RouteMatch has already licensed and deployed backend software and similar components being requested in this RFP. Therefore, RouteMatch will leverage this existing configuration and setup and install the new equipment into the existing environment. If awarded, RouteMatch will enter into an agreement with Lake County. Upon Notice to Proceed, RouteMatch will order the equipment and have it dropped shipped to our office where the equipment will be assembled, configured, and tested. Once approved the equipment will be kitted and drop shipped to Lake County. At that point our installation team will be dispatched onsite to complete installation in the buses and any final configuration and testing to ensure the new equipment is working as designed with and amongst the existing system.

2.2. Project Plan

Each phase of RIM includes a set of deliverables, which is provided to the client, and requires approval before the phase is fully completed. The client is provided with weekly project status reports, including detailed attention paid to issues, risks and key action items. To encourage collaboration and reduce the dependency on RouteMatch Software' resources, RIM requires significant client involvement during the implementation process.

Project Management

- Occurs throughout all phases of RIM
- Ensures Project Success
- Executes Project within RIM Methodology
- Project Managers: Create, update, review, and resolve RM issues, Conduct Weekly Project Status reviews with client
- Tracks Action Items
- Review Issues and Action Item List at weekly meetings and progress against the schedule

Phase 0: Initiate

Tasks include: Contract Initiation, Project Kickoff, End to End Project Plan (Scope, Deliverables, Budget, Timeline, Risks, Issue, and Resource Requirements). Includes but not limited to the following:

- Reconfirm Expectations: Schedule and SOW
- Discuss Project Objectives and Critical Success Factors
- Discuss and Review High Level Functionality
- Agree dates for Operations and Technical Assessments
- Send Discovery Survey

Phase 1: Design

Tasks include: Technical Assessment, Critical Success Factors

Hardware Design Document

- Documents all the server and peripheral specifications that will be implemented as part of the Solution for Lake County
- Identifies each hardware component of the RouteMatch solution and the ordering and delivery process. RouteMatch will purchase all equipment and services required on behalf of the project and manage the delivery process.
- All equipment except for tablet mounts is sent to RouteMatch Office for initial Vendor Assembly Testing and then kitting by vehicle for delivery to the client with individual inventory sheet per vehicle
- Hardware will go through Vendor Assembly Testing.

Installation Design Document

- Reconfirm Client's Expectations: Schedule and SOW
- Documents by vehicle type where and how each peripheral component will be installed into the vehicle
- This document is used by RouteMatch installers during vehicle installs

Phase 2: Build

Tasks Include: System Configuration and Vendor Assembly Testing, Development of User Training. Includes but not limited to the following:

Hardware Verification

- The above Vendor Assembly Testing steps will be completed for the peripherals as follows:
- Unit and end to end (Integration) testing of proposed design to determine and document proper equipment and cabling configurations in the RouteMatch Office before kitting.
- RouteMatch will then complete the Proof of Concept Installations onsite with the selected subcontractor. The Proof of Concept vehicles will be used for any Acceptance Tests agreed to and also for initial pilot activity.
- RouteMatch will unit test each installation to verify proper operation before the units are used live.
- All equipment will be tracked and inventoried by vehicle, including but not limited to - the serial numbers, application versions, electronic serial numbers, device IDs assigned in the system. This information will be managed initially by the RouteMatch project manager and turned over to Lake County when the system is deployed, to maintain.

Phase 4: Deployment

Tasks Include: Phased in approach - UAT, Pilot, Burn In, Acceptance and Warranty. Includes but not limited to the following:

- User Acceptance Testing performed by project team
- Post Go-Live Support - expand on this with new Client Services team
- Customer Support Transition Requirements & Needs Assessment

Phase 5: System Acceptance

Tasks Include: Project Closure, Transition to Customer Support. Includes but not limited to the following:

- On-going Support
- Continual Maintenance
- Review project Critical Success Factors

2.2.1. Testing

Our testing terminology may be a bit different, but our strategy and commitment is consistent with that of Lake County. We view testing as more than just debugging. Testing is not only used to locate defects and correct them, but is also used in validation, verification process, and reliability measurement with our clients as part of our implementations. Testing is involved in every stage of the software life cycle at RouteMatch, from a Professional Services implementation perspective the spectrum of testing incorporates 5 major phases of testing:

1. Factor Acceptance Testing (Unit Testing) is executed at a low level of the system to demonstrate and correct operations of all functions of the system. This will be conducted after our build phase where the system is configured with Lake County related data.
2. System Testing affirms the end-to-end quality of the entire system. The System test is based on the functional/requirement specification of the system. Non-functional quality attributes, such as reliability, security, and maintainability, are also validated.
3. User Final Acceptance Testing is executed when the completed system is handed over from RouteMatch to our customers. The priority of acceptance testing is rather to give confidence that the system is working than to find errors.
4. 30 Day Burn – Following system acceptance RouteMatch will support Lake County during the 30-day burn. The RouteMatch project team will remain on the project during the burn to assist in correcting any issues that arise.

2.3. Proposed Equipment Description

2.3.1. Automated Voice Annunciation / Next Stop Signage

RouteMatch integrates the Mackenzie Labs MB-701 (Automatic Annunciation System). The Mackenzie AAS stores all of the prerecorded announcements and text messages for the next stop voice and sign display for the entire system. These announcements and messages are enumerated using a simple index, and this index is used to associate each announcement/message pair to a stop entry (arrival message) or exit (next stop message) in the route definitions in the CAD/AVL system. The stops (targets) are uploaded to the VLU, so that the stop announcement/messages are triggered based on entry into and exit from the stop (target) in real time. Announcements may be professionally recorded by a voice of Lake County's choosing, so male/female voices, tone and dialect are all able to be selected. Additionally, alternate languages and dialects can be easily accommodated as a result of using real human voices. Lake County may also use local voices, if preferred.

Announcements and text messages are managed in a very simple to use software provided by RouteMatch Software. This software permits storing and organizing of all prerecorded messages, ad hoc recording of new announcements, entry and management of text messages, and maintenance of the index used to associate the announcements and messages with the stops (targets). An SD card is used to store the stops, and uploading of announcements to the AVA is accomplished via easy to use USB interface.

The required hardware components on the vehicle are:

- Mackenzie MB-701 AVA. This is the controller of the AVA system. It provides the audio path to the speakers or PA system and amplification (if needed) for the voice announcements, interface to the next stop sign, and storage of the voice and text announcement data.
- Next stop, LED 15" x96" LED sign. The sign will display the file passed to it by the MB-701 AVA device.
- VLU provides the following to allow announcements to be triggered:
 - Cellular communication link to the CAD/AVL system
 - J1708 link to the MB-701 AVA
 - GPS receiver to determine entry and exit from stops

RouteMatch and Sunrise Systems have formed a strong business partnership whereby Sunrise is the exclusive supplier of in-vehicle LED sign products and solutions to RouteMatch. We have packaged the Sunrise product with the Mackenzie Labs AVA product to form an out-of-the-box solution to the market. Sunrise will not be staffed on this project as RouteMatch will fully integrate all Sunrise products.

Sunrise Systems, Inc. was started in 1974 to build medical research instruments using the new Intel microprocessors. From this foundation, Sunrise engineered the earliest software and

technology in the light emitting diode signage business. With 31 years' experience, Sunrise is the longest, established LED sign designer and manufacturer in the United States. With a client list that runs from Gucci to the Guggenheims in New York and Bilbao, sunrise has LED programmable signage installed in retail stores, shopping malls, colleges, museums, office buildings, banks, brokerages, and even television studios worldwide.

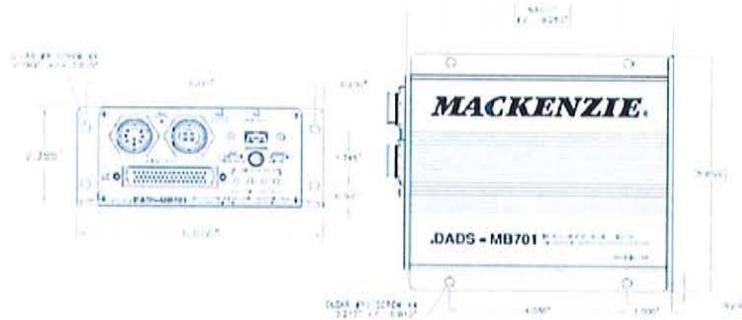
2.3.1.1. Automated Voice Annunciation – MacKenzie Laboratories

MacKenzie Laboratories is being proposed to provide the in-vehicle announcement systems and will connect to the existing speakers and to the vehicle logic unit. The MacKenzie device provides the following:

- High Reliability / ADA Transit Rated.
- Two Channel, High Quality Audio
- Integrated 20 Watt amplifier/Channel
- Automatic Level Control
- High Speed USB Downloadable
- Integrated Memory Database Storage
- Variable Message Sign Support
- J1708 / J1587 Triggering
- RS232 Auxilliary Communications Port



Please see full list of specifications below.



SPECIFICATIONS

Electrical		Memory	
Input Voltage:	12 / 24VDC nominal (9-32VDC)	Type:	1GB FLASH Memory
Fuse:	Internal, Self Resetting	Package:	Industrial SD Card
Audio		Connections	
Channels:	2, Mono	DB-50M	Power, J1708/J1587, RS232, Two Playing Relays, Line Outputs and Misc. controls
Coding:	MPEG 1, Layer 3 (MP3)	428Z-8SG-300	8 pin sealed circular for ALC inputs & PA microphone
Frequency response:	20 Hz to 20 kHz, +/-3dB	438Z-4SG-300	4 pin sealed circular for CH1 & CH2 speaker out
THD:	<0.1%	USB-A type (F)	For USB Memory Key
Signal to noise ratio:	85dB		
Output:	600 ohm, line level, unbalanced		
Amplifier		Mechanical	
Channels:	2, independent	Size(Approx)	5.6" W x 6.0" D x 2.4" H
Power:	20 watts (rms) per channel	Material:	Painted aluminum extrusion
Drive:	4 / 8 ohm	Mounting:	Flanges w/ mounting holes
Automatic Level Control		Environmental	
Performance:	Up to 19dB of gain, adjustable sense level, independent for each channel	Storage Temp:	-40 to +70°C
		Operating Temp:	-30 to +60°C, 98% RH
		Vibration, operating:	4G RMS, 5Hz to 150Hz
		Endurance:	8G RMS, 100Hz to 1,100Hz
		Shock:	30G peak, 6 milliseconds
		EM/RFI:	FCC 15, class A
Operator Microphone Interface			
	Low Noise microphone preamp, Activation control, Level Adjustment		
Communications			
Message Triggering:	J1708 / J1587		
Auxiliary:	RS232		

2.3.1.2. Next Stop Sign – Sunrise Systems

RouteMatch is proposing an NXP Sunrise Sign for the in-vehicle destination signage. This is a standard series designed within ADA (Americans with Disabilities) guidelines. NXP signs are designed for installation inside transit vehicles to be a part of a larger public transportation system to alert passengers of upcoming stops. Messages can be displayed statically or as a continuous stream. This unit is used throughout transit system across North America. However, it is rated for only 50 degrees Celsius and IP61.

NXTPS SPECIFICATIONS

LED Type	NXTPS-7: SMT, ptc-2, Monochrome & RGB NXTPS-10: SMT, ptc-4, RGB NXTPS-15: SMT, ptc-2, Monochrome & RGB
Character Height	NXTPS-7: 2" NXTPS-10: 2.25" NXTPS-15: 2" - 4"
Pixel Pitch	NXTPS-7: .225" NXTPS-10: .225" NXTPS-15: .325"
Data Format	SAE J1708 Compliant Serial ASCII Asynchronous 9600 Baud, 8 Data Bits, No Parity, One Stop Bit.
Communication Options	J1708, J1708 with J1587, RS-232, Ethernet.
Humidity Range	5% to 95% Non-Condensing
Operating Temperature Range	-30 to 50 D C (-22 to 122° F)
Input Voltage	+6 to +60 VDC 3A max, 100uF Lead clamp Protected.
Fascia	3mm Acrylic Tinted to Match Color
Enclosure	IP61 Rated .003 Extruded Aluminum with Stainless Security Screws. Black Anodized Finish.
Approvals / Certifications	EMC CFR47 FCC Part 15 Subpart IC ICES-003 Issue 5 2012

2.3.2. Vehicle Logic Unit

RMVelocity is RouteMatch's Vehicle Logic Unit (VLU). It is a powerful and compact vehicle management unit specifically designed for public transit ITS applications. RMVelocity provides a stable and expandable platform to for data collection and on-board peripheral management, either as a standalone device, or paired with RouteMatch's RMMobile applications for enhanced capability. RouteMatch Velocity is a vehicle logic unit and central communications platform specifically designed for in-vehicle installation. The RMVelocity supports all peripherals installed in the vehicle and takes advantage of the latest mobile devices available on the market today.

Whether discreet inputs, RS-232 or RS-485 serial inputs, external relay control, Ethernet, J1809/OBD-II/CAN networks or USB client devices, RMVLU can interconnect it all, while connecting via USB (OTG), Wi-Fi (integrated), or Bluetooth (external USB adapter required) to additional peripherals. Paired with a range of cellular modems, RMVelocity seamlessly integrates with RouteMatch's enterprise toolset to provide the following capabilities:

- AVL reporting for vehicle tracking
- Wi-Fi hotspot/client to enable RMMobile connectivity inside or outside the vehicle and provide WLAN connectivity where needed
- J1708 interface and target engine for management of fixed route peripherals including:

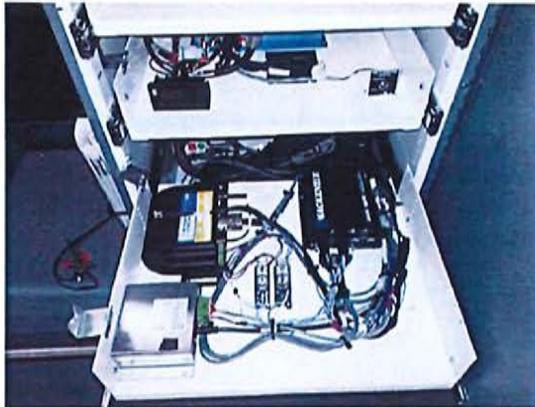
- ➔ Automated Voice Announcement Systems (AVA) & Automated Passenger Counters (APC)
- ➔ Destination sign control
- ➔ Single point of sign on support (when paired with RMMobile running on an Android tablet) including AVA, APC, Destination signs and SPX Odyssey fare boxes
- ➔ Discrete I/O to track items such as door open/close and covert alarm
- ➔ Power management and tablet charging via dedicated power outputs and a configurable high current USB charging port
- ➔ 3 RS232, 3 additional USB and an Ethernet interfaces for future peripheral connections
- ➔ CANBUS 2.0b interface for on-board vehicle diagnostics
- ➔ Optional hardware based Dead Reckoning



One box. Many functions.

RMVelocity works with all RMMobile-equipped Android tablets, creating a powerful tool that:

- ➔ Allows fleet managers the accessibility to collect meaningful real-time data
- ➔ Provides dispatchers the ability to smoothly supervise system operations
- ➔ Facilitates onboard peripheral management - passenger counters, automated vehicle announcements and other value-added functionality
- ➔ Supports a wide range of wireless carriers and simple communication upgrades via USB modem
- ➔ Installation is hassle-free. The small "black box" mounts in an overhead compartment or the electronics box on the vehicle, safely out of the way of the driver but easily accessible to the vehicle technician.



2.3.3. Automated Passenger Counters

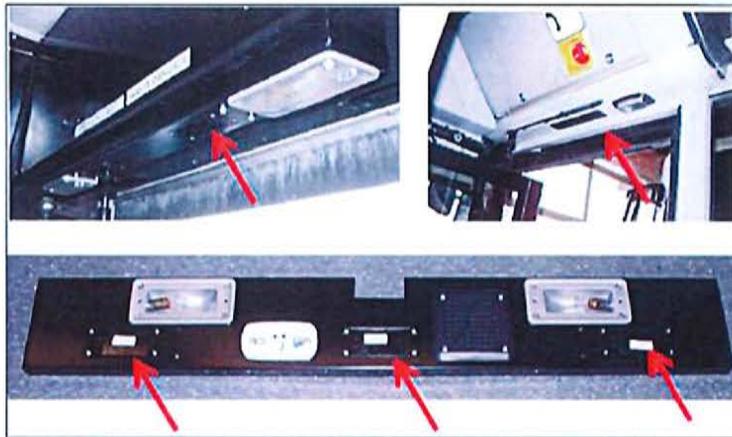
RouteMatch partners with Dilax APC equipment, utilizing overhead active infrared sensors to accurately count and transfer passenger count data to the RouteMatch database via the Tablet and VLU in-vehicle system. Even in dense passenger traffic and multiple simultaneous boardings / alightings, the measurements are performed correctly at each stop. Dilax has a proven track record of providing accurate passenger counts, specified at 95% accuracy in use, with installations across North America.

The required hardware components on the vehicle are:

- APC: This device connects to the sensors located at each door and interfaces to the door limit switches to determine whether the door is open or closed. The PCU collects and communicates the counts as needed.
- Door sensors: 1-3 sensors per door, based on door width, will be provided by RouteMatch. Based on the vehicle types, RouteMatch will supply the correct sensor solution to ensure proper door coverage and accurate vehicle counts. The sensors detect movement of passengers in or out of the bus. They are an overhead variety and are easily calibrated to provide accurate detection of people on each bus.
- RM Velocity VLU: The VLU provides the following to allow passenger count data to be triggered, and then forwarded to the CAD/AVL system:
 - Cellular communication link to the CAD/AVL system
 - J1708 link to the APC PCU
 - GPS receiver to determine entry and exit from stops

The RouteMatch CAD / AVL system controls the APC control device via the VLU, only collecting APC data when the doors are open. The VLU also sends APC data to RouteMatch CAD / AVL in real time. All geographic triggers, facilitating the logic of the VLU are managed in the RouteMatch CAD / AVL system through GeoTargets.

After data collection, RouteMatch provides intuitive tools to analyze and report on passenger count data for transit planning. Below is a dedicated, geographically-based tool to display passenger count data by location and time of day. In addition, reporting tools are available with front-end-options that allow users to analyze passenger count data by route, run, vehicle, driver, or service.



2.3.3.1. APC Hardware

PCU-210

The PCU-210 is the DILAX passenger counting system's central control unit. It performs three primary tasks: collecting counting data and related door-open/closed information, storing this data along with time stamps and GPS coordinates, and transmitting the data back to a central server via the vehicle's Ethernet network. The PCU-210 can also be used as an interface for system diagnosis and maintenance for the entire counting system. The unit works fully automatically and does not require any operator input on board the vehicle.

The PCU-210 was designed for use in the modern transit environment and offers a number of special interfaces for recording additional information about the vehicle, location, time and route.

These include:

- ➔ Counting at up to six doors (16 sensors)
- ➔ Four door open / closed signal inputs
- ➔ Ethernet



The PCU-210 provides a comprehensive Web interface that offers the necessary functions for setting up, operating, testing and troubleshooting the complete counting system.

The PCU-210 also includes an FTP server (for file upload and download) and the capability to send e-mail (provided network connectivity is available) directly from the vehicle (as used to return immediate failure messages to the responsible agency service technicians).

SENSORS

The active infrared sensor forms the basis of the DILAX passenger counting system. In each case one or more infrared sensors (IRS-320) are installed above the doorway, and are set to a suitable detection height. Depending on the width of the doorway, the sensors are installed at particular intervals.

The sensor is comprised of two optical arrays and a control board. The sensor offers bidirectional counting and the ability to capture sensor errors. The sensor can be adjusted such that it does NOT see objects passing below an adjustable height such as 3 feet. This lowers the false count resulting from strollers, luggage, animals, etc.

There is no calibration of sensors required, other than the single verification of "sensor-depth" a process

that is completed on installation. This verification can be completed in approximately 2 minutes per door.



An active infrared sensor offers far greater accuracy compared to all other currently available sensor technologies because it is impervious to external environmental influences such as heat, cold, light, dark and so forth. Equally, the DILAX sensor has two individual pencil beams of light that are used to detect passenger movement, and therefore does not require the use of error-prone and highly subjective detection algorithms as are used by other manufacturers. Please refer to Annex A02 for additional information.

SERIAL SENSOR LINK (SSL) CABLE

A single cable connects the PCU and sensors together, thereby greatly simplifying the installation. The SSL cable is used to establish the required data flow between the PCU-210 and the sensors and it provides electrical power to the sensors. This cable is fitted with six-pole ES-12 connectors and sockets. Please refer to Annex A03 for additional information on the SSL cable.

SPECIAL TOOLS AND TEST EQUIPMENT

The PCU-200s series provides a web interface for configuration, monitoring, testing and maintenance of the device. This interface (see figure below) can be accessed by a single laptop with an Ethernet cable and opening your usual web browser.

SELF-DIAGNOSTICS

The system provides extensive self-diagnostics. Error reporting is provided in the returned data as well as in email messages sent by the on-board equipment.

FAILURE INDICATIONS

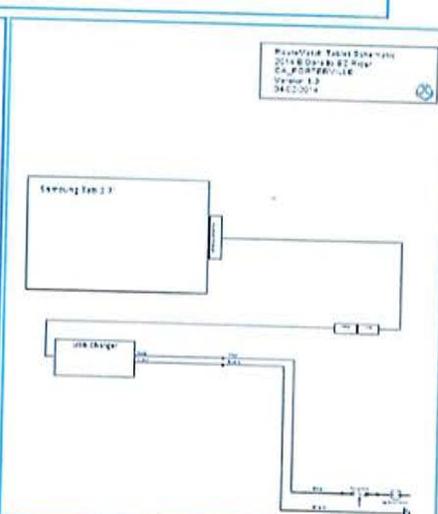
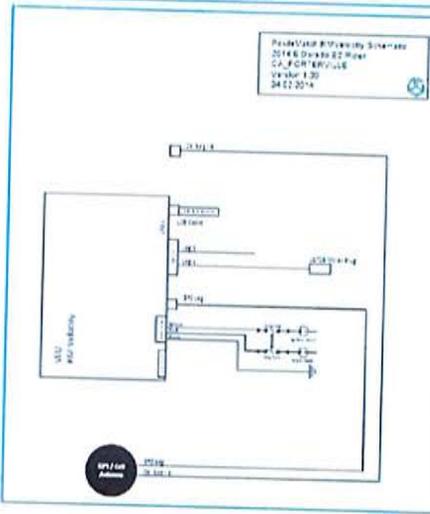
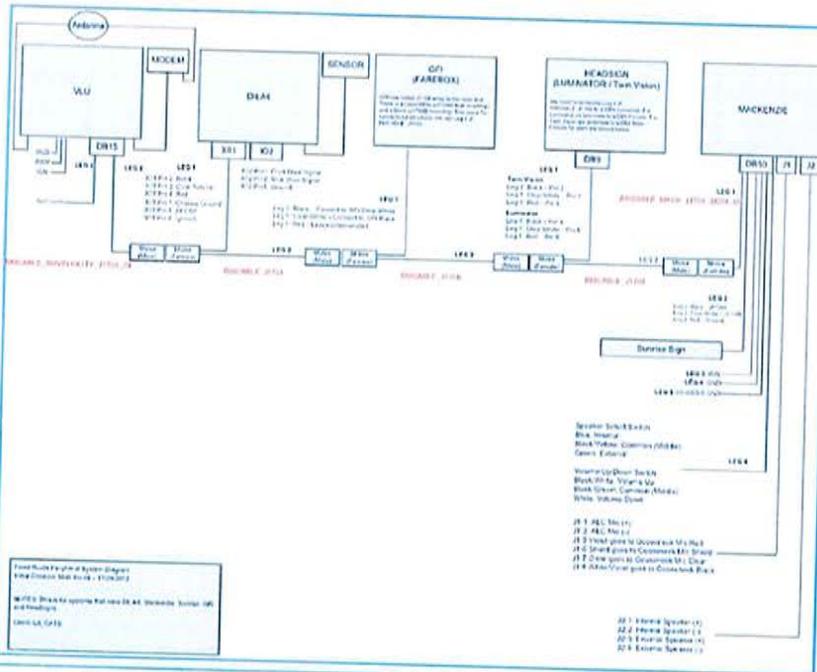
The system has a set of error codes that it provides to report any problems:

- 0 No error
- 1 Reserved (will be used by the Onboard computer, Failure, no answer from door x)
- 2 Failure, not enough sensors
- 3 Failure, sensor is flickering
- 4 Failure, serial sensor link (SSL), general
- 5 Failure, serial sensor link (SSL), bit structure
- 6 Failure, door configuration invalid
- 7 Failure, door signal not available
- 8 Failure, sensor is blocked

STANDARDS – DURABILITY

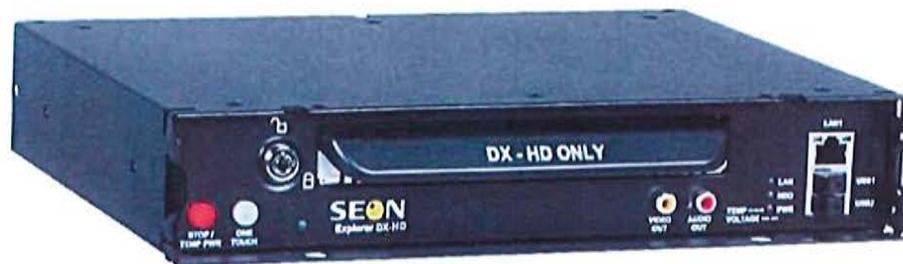
- The PCU-230 series devices are certified against shock and vibration according to standard EN 61373 Category 1, Class B. Ingress protection is IP40.
- Operating Temperature -25°C (-13°F) to +70°C (+158°F)
- Relative Humidity 95%
- The IRS-320 sensor is certified against vibration as follows: ± 0.15mm, 2g at 55 Hz, 5 - 55 Hz, IEC68-2-6 (EN 60068-2-6), EN 50155, and against shock as follows: 50g / 11ms, IEC68-2-27 (EN 60058-2-27), EN 50155. Ingress protection is IP65.
- Operating Temperature -25°C (-13°F) to +70°C (+158°F)
- Relative Humidity 95%
- All equipment is certified to the following standards.
- The product is 50155 certified – Environmental Testing
- The product is 50121-3-2 certified – EMI/EMC Testing
- DILAX has completed a range of comprehensive system tests and qualifications that were conducted in cooperation with independent, Government authorized industrial agencies.
- All DILAX equipment is manufactured in adherence to ISO 9001:2008 requirements
- DILAX has obtained a complete “E1” (EMI/EMC) certification for road vehicles.

Sample Wiring Diagrams



2.3.4. Security Cameras

RouteMatch is partnering with Seon to bring the security cameras to the project. Seon was part of the previous team and in an effort to maintain the same equipment, we have brought the same partnership to this RFP.



To fulfill the security camera requirements, RouteMatch is partnering with Seon Mobile Surveillance to provide a security camera system that meets and exceeds the requirements of the RFP. Seon has over 7000 systems in Florida, on both school bus and public Transit, with around 100 systems of various platforms, in the Lake County School District buses. As for Public transit, Lynx, Hialeah, Starmetro, Baytown Trolley, Pinellas Suncoast Transit, and we are also the provider for America Coach- Orlando.

Pursuant to the RFP, RouteMatch has proposed a seven (7) camera system for the fixed route fleet, and an optional four (4) camera system for the paratransit fleet. The buses will each have

a full Digital Video Recording Unit along with accompanying cameras positioned in the following locations.

Fixed Route Bus Layout (7) Camera Positions

- ☒ One (1) at the windshield capturing road image; CJ Dome, 3.6mm lens
- ☒ One (1) facing the front door stairwell; CQ Dome, 2.9mm lens
- ☒ One (1) facing the rear door stairwell; CQ Dome, 2.9mm lens
- ☒ One (1) at the front of the bus facing the rear of the bus; CQ Dome, 2.9mm lens
- ☒ One (1) at the mid of the bus facing rear of the bus; CQ Dome, 2.9mm lens
- ☒ One (1) facing the driver, CQ Dome 2.9mm
- ☒ One (1) Exterior Curbside facing rear, CA Wedge, 3.6mm, lens

Paratransit Bus Layout (4) Camera Positions

- ☒ One (1) at the windshield capturing road image; CJ Dome, 3.6mm lens
- ☒ One (1) facing the front door stairwell; CQ Dome, 2.9mm lens
- ☒ One (1) facing the rear lift door stairwell; CQ Dome, 2.9mm lens
- ☒ One (1) at the front of the bus facing the rear of the bus; CQ Dome, 2.9mm lens

The proposed DVR System is the Explorer DX-HD Series which consist of the following:

Primary advantages of the Explorer™ Series include:

- ☒ MPEG4 video compression technology
- ☒ 12 analog video channels and 1 high definition channels
- ☒ 13 audio channels
- ☒ Dual hard drives providing up to 2.0 TB of storage
- ☒ Selectable image quality, resolution, and recording rate
- ☒ Downloadable images and video using USB memory devices
- ☒ On-screen display of time, date, vehicle identification, and system voltage
- ☒ Integrated Ethernet network connection for LAN interfaces or other high-speed expansion devices
- ☒ Smart-Start to prevent potential damage from voltage spikes and drops during vehicle start-up
- ☒ Advanced Smart-Temp and built-in heater to ensure safe operation over a wide temperature range
- ☒ Smart-Link module for signal interfaces, including:

- GPS data and vehicle speed
- Ten different input signals, including CAN signals
- Driver's indicator panel
- 4 different event alarm inputs
- ☑ Configurable software
 - Repeat recording, user selectable ON or OFF
 - Variable record delay-on and record delay-off recording, selectable up to 60 minutes
 - Twelve daily/weekly timers to set DVR recording time
- ☑ Temporary power for setup and playback
- ☑ Front panel video output jack for setup and playback

The proposed Cameras are the CQ/CJ Dome and CA Wedge Series and they consist of the following features.



- ☑ **Stainless Steel Enclosure** - Designed for extra rigidity and strength while maintaining light weight and exceptional aesthetic appeal.
- ☑ **Interchangeable Viewing Windows** - Camera can be ceiling-or wall-mounted while providing a large viewing area in all orientations.
- ☑ **Lexan™ MR-10 Viewing Window** - This polycarbonate window offers ultra-high impact and scratch resistance with superb optical quality.
- ☑ **Single Security Screw** -The security screw reduces the risk of tampering.
- ☑ **Infrared Illuminator Module** - Provides clear images up to 50 feet away in complete darkness, depending on lens size.

- ❑ **High-Fidelity Microphone** - The high-fidelity microphone provides exceptional audio performance on all interior cameras.
- ❑ **Electrically Isolated Camera** - Helps eliminate ground loop problems.
- ❑ **Uniquely Designed Internal Camera Mount** - The adaptable mount is easy to adjust to all viewing angles.
- ❑ **High-Quality Sony Imaging Devices** - Excellent light sensitivity and low noise design ensures superior images even in low light conditions.
- ❑ **Day-Night Camera Board** - This camera automatically switches from color to black and white in low light, giving you the best of both worlds - the clarity of color imaging with the low-light capabilities of black and white.
- ❑ **Super High Resolution Board = Day/Night function:** Auto switches to B&W at low illumination.
Dynamic Noise Reduction: improves picture quality and increases DVR recording times.
Adjustable Sensitivity: minimum illumination down to 0.002 lux.

2.3.5. Future Considerations

2.4. Automated Fare Collection

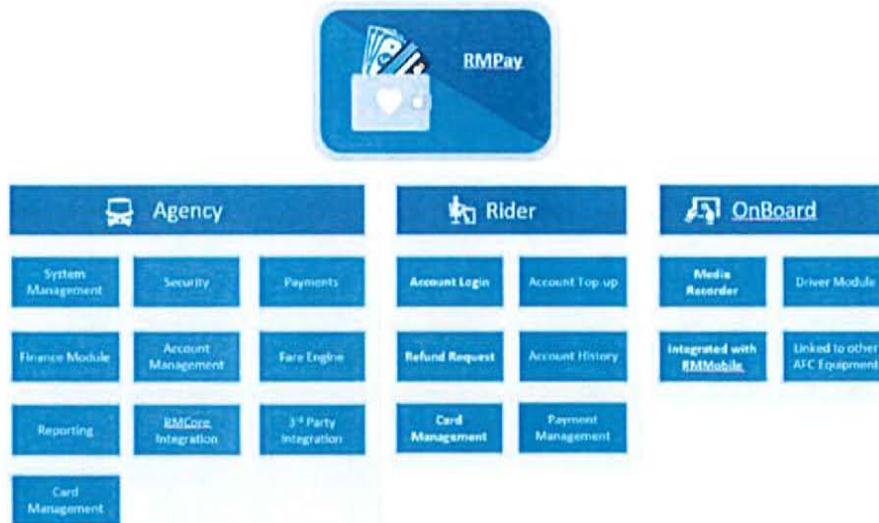
RMPay transforms the way your agency interacts with riders and how you can build your agency's brand. The automated fare payment solution is designed to be a secure, easy-to-use self-service payment and fare management system, offering riders direct access and control of their transit account through web or mobile-based portals/applications. RMPay supports a comprehensive range of fare collection media (Magstripe, Smartcard, QR, NFC, Mobile). It further allows for media-less implementations for Demand Response services by taking payments directly through tablet mobile data devices. The RMPay platform enables the collection of cash and checks, the processing of various credit cards as well as supporting a range of alternative payment channels such as PayPal, Bitcoin, EMV, and NFC among others.

With RMPay, operational and customer care staff can easily view, manage and respond to rider enquiries. Management and financial teams have clear access to reports, dashboards, audit logs, and tools, allowing clear visibility of all fare collection activity. This includes integration with other 3rd party fare collection systems. A consolidated view of all activities and revenue streams are from one location. The enhanced, RMPay+ version incorporates advanced rider relationship and measurement tools that connect individual rider transit activity to positive outcomes. This is a fresh approach in the automated fare collection industry for building rider loyalty.

RMPay helps transit agencies meet current and future fare collection needs, while also building greater trust between the agency and rider. The benefits are seen in increased profits and ridership due to better visibility and control over all aspects of fare collection and revenue management.

Key features and components:

- A Payment Card Industry (PCI) compliant solution that protects rider credit and debit card information.
- A HIPPA compliant system that ensures the safe handling of relevant sensitive information.
- A cloud based back-office – The RMPay cloud will provide secure 24/7/365 service. The system is both robust and scalable, and provides all required tools for transit operators to plan, monitor, analyze, and improve service performance.
- Android Based Tablet / Accessories (Optional) – a Samsung Galaxy tablet. This tablet is equipped with a rugged case for hardware protection, hardwire power charger, and HINT mount and cradle. This tablet supports onboard fare collection activities, including connection with fare collection equipment.
- In-Vehicle Card Reader – a smartcard reader that connects to the above mentioned tablet device.
- Triple DES Encryption – 3DES encryption to protect smartcard data. This security method uses 56 bit DES encryption which is effectively applied 3 times to the data to prevent against fraud in the case of a data breach.
- ISO14443 A/B Smartcards – RMPay uses smartcard industry standards to ensure the latest developments and industry best practices are adhered to. Furthermore, the use of these standards makes the ongoing cost of procuring cards and supporting hardware more competitive, with a greater choice across the market.
- Smartcard Printer – a professional license for labeling, and a dual-sided card printer.
- Second Line Customer Service Support (Optional)— 2nd-line of support for active riders with RMPay related issues that cannot be resolved at an agency level.
- Marketing support (Optional)- mix and match marketing campaigns and tactics to launch product and promote rider adoption



2.5. RouteMatch Push to Talk

RouteMatch’s Push-to-Talk (PTT) Voice Dispatch solution offers a full communication platform that serves as a modern alternative for traditional systems such as two way radios and cell phones. PTT allows drivers and dispatchers to verbally communicate with one another in real-time over a data connection. This improves communication during an agency’s operations, facilitates faster responses to emergencies, and keeps staff better informed of what is happening in the field.

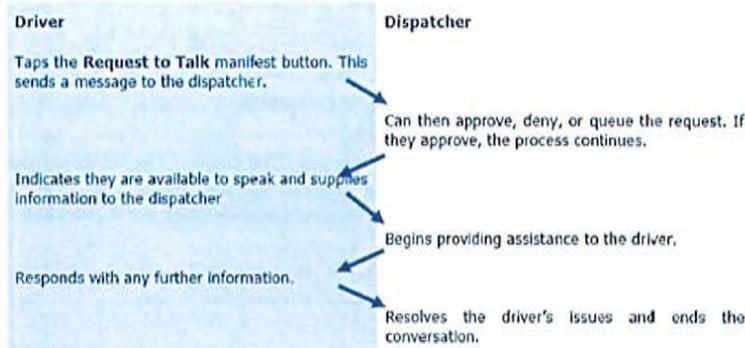
With this solution, transit agencies can take advantage of modern advances in used in other industries and extend the value of wireless data plans and mobile data device investments.

Key features:

- Call Confirmation – Pop up appears for request to talk; requests are denied if no answer in 30 seconds.
- Messaging – Text messages sent to inform drivers of the status of a driver’s PTT call.
- Call Request Queueing – Dispatchers can place call requests from drivers into a queue and prioritize the order for answering.
- “Priority” Request to Talk - Notifies dispatchers of time sensitive issues that need to be quickly addressed.
- Call Request Queueing – Dispatchers can place call requests from drivers into a queue and prioritize the order for answering.

- Call Request Filtering – Call requests can be organized and filtered in a similar fashion as the data views in RouteMatch Dispatching. Color- coding is available for time stamps, topics, and other criteria.
- Group Calls – Contact a group of drivers and speak to them all at the same time.
- No call When Vehicle in motion- For added safety, PTT calls cannot be initiated when a vehicle is in motion.
- Call auditing- Track and run reports on call history.
- Call recording (Optional) – Record calls.
- Integration with Dispatch- Fully integrated into the RouteMatch dispatching module; hosted in Cloud.
- Integration to RMMobile- For immediate use with tablet mobile data devices.
- Technology Requirements:
 - RMMobile version 2.704 or higher
 - 1 Gigabyte cellular data plan
 - RouteMatch version 6.2 platform or higher
 - Tabletop Microphone for dispatch
 - Wired handset or wireless speaker microphone for drivers (optional)

The diagram below illustrates a typical PTT conversation:



2.6. Exceptions

RouteMatch and Lake County currently have a valid Software License and Services Agreement in place. RouteMatch proposes that the procurement and continuing use of the deliverables contemplated herein continued to be governed by the terms and conditions of that contract. Should additional terms and conditions be required, RouteMatch will discuss with Lake County in good faith to address such requirements.

In addition, RouteMatch cannot agree to the Liquidated Damages noted in Section 1.21 of the RFP. RouteMatch believes that such liquidated damages are ill-suited for software/hardware implementation projects and instead proposes payment milestones which will allow Lake

Proposal



County to withhold a certain amount or percentage until the project is delivered to Lake County's reasonable satisfaction. RouteMatch agrees to discuss this issue in good faith with Lake County.

ATTACHMENT C: ADDENDUM

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 16-0428

RFP TITLE: Integrated Intelligent Transportation System (ITS) Expansion Project

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.
- **If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor’s duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

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

Addendum #1, Dated: July 1, 2016

Addendum #2, Dated: July 13, 2016

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

No Addendum was received in connection with this RFP.



LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1

Date: July 1, 2016

RFP No. 16-0428

RFP Title: Integrated Intelligent Transportation System (ITS) Expansion Project

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with their response by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum **does not** change the date for receipt of proposals.

Question/Answer:

Question: In the RFP under Scope of Services, Automatic Passenger Counter (page 19) it states that Dilax is your current APC. Would you also consider a different APC sensor for this project?

Answer: The County will review and consider all proposals for alternative APC's.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Typed/Printed Name: _____



OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 2

Date: July 13, 2016

RFP No. 16-0428

RFP Title: Integrated Intelligent Transportation System (ITS) Expansion Project

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with their response by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum **does not** change the date for receipt of proposals.

Question/Answer:

Question 1: Please confirm quantities for hardware:

Answer 1: Confirmed, however, County will need to purchase 6 of the 12 paratransit camera systems. We need 12 installed but only 6 need to be purchased. County has 6 new camera systems in stock. Please see revised Pricing Form attached.

Question 2: Could the RFP Pricing Form and other required forms be provided in Word version to make it easier to respond to and fill out?

Answer 2: No.

Question 3: **Page 8, Section 1.13.1:** Please clarify the approximate amount of time required for security and contamination inspection in order for bidders to allow adequate time for delivery.

Answer 3: To be considered for award, firms proposals must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. It is the vendors responsibility to ensure packages are delivered timely.

Question 4: **Page 8, Section 1.13.1:** If packages are opened when they are inspected by the Circuit Court Mail Receiving Center, will they then be resealed in order to meet the RFP requirements to "ensure that your bid or proposal is securely sealed..."

Answer 4: Yes

Question 5: **Page 9, Section 1.13.2, B:** Please confirm "pages shall be numbered sequentially by section" means that each individual tabbed section will start with 'Page 1.'

Answer 5: Confirmed

Question 6: **Page 9, Section 1.13.2, B:** Are we to place page numbers on the required forms?

Answer 6: Correct

Question 7: Please confirm “Tab D” was intentionally excluded from the outline.

Answer 7: Correct

Question 8: **Page 11, Tab E:** Please confirm Attachment 4 is to go within this tab, not Attachment 3 as stated.

Answer 8: Confirmed

Question 9: **Pages 11, 35, & 37:** Please confirm both Attachment 1 – Work References and Attachment 3 – Similar Projects Form are to be submitted under Tab C - Similar Projects Form.

Answer 9: Firms shall submit Attachment 1 and Attachment 3 under Tab C.

Question 10: **Page 11: If the above is true,** please also confirm the reference to “Attachment 2” is incorrect.

Answer 10: Firms shall submit Attachment 2 under Tab A.

Question 11: **Pages 35 & 37 – Attachments 1 & 3:** May the same Clients/References be used for these two forms?

Answer 11: Yes

Question 12: **Page 36, Attachment 2:** Please confirm this form is to be included with Tab A rather than “Attachment 1” as stated on page 10.

Answer 12: Firms shall submit Attachment 2 under Tab A.

Question 13: **Page 3, Section 1.6:** The engagement term for this contract appears to be 90 days for installation and testing of the hardware. What is expected of the contractor for the next 4 years aside from 24 hour customer support? How long is the contractor expected to remain on site for possible issues and troubleshooting after installation?

Answer 13: The contractor will be expected to provide software and hardware installation and support as needed throughout the period of performance. The period of on-site troubleshooting and installation will be determined by the technology needs and installation and/or maintenance of components on existing and new vehicles, as needed. This is an indefinite quantity, indefinite delivery contract (IDIQ).

Question 14: **Page 3, Section 1.6:** The RFP states any price adjustment will be based on CPI-W. Is it annual? And as measured from when to when and how is it anticipated it will be applied? Can the County provide an example?

Answer 14: Prior to completion of each exercised contract term, the County may consider an adjustment to priced based on changes in the CPI-W. See Section 1.6.

Question 15: **Page 18, AAS Functional Requirements:** Can the County please clarify what it means by “authorized personnel”? Is it contractor employees OR County transit employees that will be in charge of recording announcements and constructing related texts on the AAS?

Answer 15: The stop notification AAS system is presently provided in our RouteMatch system and will be coordinated between RouteMatch and County staff.

Questions 16: **Section 1.18 – Demonstration of Equipment May be Required During Evaluation:** Would vendor be allowed to install on “x” amount of Lake County vehicles and use as a “FAT”?

Answer 16: Yes.

Question 17: **General:** Would we be allowed time to conduct a vehicle survey to conduct measurements (per vehicle model type and year), and creation of Bill of Materials needed for installation and installation plan.

Answer 17: Yes. The contractor will be provided an opportunity to conduct a vehicle survey to conduct measurements, and creation of Bill of Materials needed for installation and installation plan in coordination with County Transit staff. Can we provide a fixed Route vehicle for vendors to evaluate an identify technology vehicle and test the bidders knowledge?

Question 18: **Page 16, Scope of Services:** Where will installations occur?

Answer 18: Installations will occur at County-designated vehicle maintenance and storage facilities. Currently all fixed route and paratransit buses are maintained at the County Fleet Maintenance Facility in Groveland, Florida. All fixed-route buses are stored and staged at 2440 US Highway 441/27, Fruitland Park, Florida. All paratransit buses are stored and staged at the Ride Right, LLC contractor facility in Leesburg, Florida. Vendors may propose alternative vehicle installation locations upon review and approval by County Transit staff.

Question 19: **General:** Who is in charge of pre and post installation inspections of each vehicle delivered?

Answer 19: The vendor is responsible for pre- installation inspections of all vehicles upon which they will perform work. County staff/consultants to include, but not be limited to, Transit, Information Technology and Maintenance Division will conduct post-installation inspections of each vehicle to ensure proper installation and compatibility with all other vehicle hardware/software components prior to "go-live" and/or return to revenue service.

Question 20: **General:** How many vehicles can be made available per day for installation?

Answer 20: The primary goal is to keep the maximum number of vehicles in revenue service at all times. Scheduled work shall be accomplished during normal Lake County weekday working hours. The vendor will also supply hourly rates for afterhours work, overtime rates, and weekend rates.

Question 21: **General:** Will we have dedicated dispatcher, or access to dispatcher consoles for testing purposes?

Answer 21: The County will evaluate and coordinate access to dispatcher consoles for testing purposes, as needed upon review and approval of the vendors proposed testing procedure. The vendor must be available to conduct this testing at any time that is found to be reasonable and convenient for the County and the County's Operations Contractor, Ride Right, at their facility in Leesburg.

Question 22: **General:** Will we be allowed a driver for testing, and performance (post installation)?

Answer 22: The vendor will be required to conduct all necessary post installation testing necessary to ensure proper installation, operability and compatibility with all other vehicle hardware/software components prior to "go-live", and/or return to revenue service, and/or acceptance by the County. The County will provide a driver for testing purposes to the vendor, upon reasonable notice of the need for test drivers.

Question 23: **General:** Will there be a Lake County Maintenance or technical services personnel for our use in need of design changes and/or signoff?

Answer 23: County staff/consultants to include, but not be limited to, Transit, Information Technology (IT) and Maintenance, will conduct post-installation inspections of each vehicle to ensure proper installation and compatibility with all other vehicle hardware/software components prior to "go-live" and/or return to revenue service, and/or acceptance by the County.

Question 24: **General:** Will we have access to vehicle drawings from bus manufacturer?

Answer 24: No

Question 25: **General:** Will installation AND post installation testing be in the same shift / calendar day?
Answer 25: The primary goal of the County is to keep the maximum number of vehicles in revenue service at all times. The number of vehicles made available per day for installation will be based on the County's ability to maintain the vehicles operated at maximum services (VOMS) for both paratransit and fixed routes service in Lake County. Therefore, depending upon VOMS and the nature of the hardware/software installation, equipment testing and installation may not occur on the same calendar day/shift.

Question 26: **Page 7, Section 1.12:** Does one year warranty begin upon Post Installation acceptance per vehicle?

Answer 26: Warranty periods will vary depending upon hardware/software vendor requirements. The County will make the determination of vehicle warranty period start times in accordance with manufacturer standards that govern all hardware/software and equipment installations. The vendor will be liable for all repairs, damage, and malfunctions of equipment not properly installed, and or maintained by the vendor.

Question 27: **General:** Will there be asset tags utilized for serialized equipment? Who manages serialized items (asset tracking)?

Answer 27: County staff will be responsible for asset tracking in accordance with County policies and procedures.

Question 28: **General:** Who manages spares, or hardware in need of RMA?

Answer 28: The Vendor will be responsible for preparing all return merchandise authorization (RMA) in accordance with the software/hardware manufacturer's policies and procedures. All spares, or hardware/software purchased by the County under separate contract vehicles prior to execution of this contract will be processed by County staff/consultants in accordance with the County's policies and procedures. Upon execution of this contract, it is desired that the selected vendor become the County's authorized representative for all information technology on transit vehicles including all software and hardware. The selected vendor will be responsible for ensuring coordination and collaboration with all appropriate County staff/consultants in Transit, IT and Maintenance to ensure consistency with County practices and policies related to any RMA's, spares and hardware/software equipment.

Question 29: **General:** How often are route surveys conducted? Are these Hastus or FX files?

Answer 29: RouteMatch is the transit scheduling system of record for Lake County and is capable of producing ridership and operational reports for both Lake County Connection and LakeXpress services.

Question 30: **General:** Who manages mobile software?

Answer 30: The County currently utilizes the RouteMatch transit scheduling system.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Typed/Printed Name: _____

ATTACHMENT D: PRICING SCHEDULE

16-0428, Integrated Intelligent Transportation System (ITS) Expansion Project
Attachment 4, Pricing Page

Description	Itemized Cost	Current Need	Total Item Cost	Installation, Testing, Implementation and Training Cost	Product Description	Warranty Information
1	Provide Global Positioning System (GPS) based, automated voice announcement system (AAS) for tracking all LakeExpress vehicles	4	\$9,744.00	\$2,900	MS701, J1 - J2 Harness Kit - Molex, ALC Mic Kit, RETRO - MS701 Power Cable (Playing relays), Relay Socket DPDT, Relay 12v DPDT - Diode, Relay Socket 4PDT, Relay 12v 4PDT, Gilling Plug and Play Speaker Cable (160B - Internal only) (Relays), Gilling Plug and Play Speaker Cable (X-SPKR - External only) (Relays)	1 year warranty
2	Provide RouteMatch, RM Velocity Vehicle Logic Units (VLU) with modern, including all software and licenses necessary to interface with existing operations software (RouteMatch 6.1e)	4	\$4,200.00	\$1,740	RM Velocity, Mobile Knowledge Java License, With Antenna, RM Velocity Mounting Plate, RM Velocity Power Plug, Retro - RM Velocity Data Cable, 4G Passey Modem, GPS / 4G -2, Antenna (VName)	1 year warranty
3	Provide In-Vehicle Next Stop Signage	4	\$1,956.00	\$1,160	Next Stop Sign 7X96 (amber)	1 year warranty
4	Provide fixed route revenue operating vehicles with automatic passenger counters (APC) to generate management reports and to provide services planning information.	4	\$8,900.00	\$2,900	PCL1210, Door Sensor, SSL Cable 9m, SSL Cable 2.5m, Sensor Bar (2 sensors), RETRO - Interconnect cable 15ft, Sensor Bar (1 sensor), Gilling front door input (standard input plug), Gilling rear door input (standard input plug)	1 year warranty
6	Provide security cameras on fixed route vehicles (real time recording with an option to broadcast real time video on demand)	1	\$4,412.00	NA	DXHD DVR, 1.0TB HDD, C1904A camera, CQ903A camera, C4904E1 camera, mounting bracket, wiring harness, with install and freight Removal of systems, install of systems, install of interior cameras, replacement cables (11W-KDX, H120, HE1, HE2, HD1A20) DXHD DVR, 1.0TB HDD, C1904A camera, CQ903A camera, freight DXHD DVR, 1.0TB HDD, C1904A camera, CQ903A camera, C4904E1 camera, mounting bracket, wiring harness, with install and freight Removal of systems, install of interior cameras, replacement cables (11W-KDX, H120, HE1, HE2, HD1A20) DXHD DVR, 1.0TB HDD, C1904A camera, CQ903A camera, freight	3 year warranty on parts included in price
7a	Remove and install security cameras on paratransit vehicles (real time recording with an option to broadcast real time video on demand)	12	\$1,897.00	\$7,890	DXHD DVR, 1.0TB HDD, C1904A camera, CQ903A camera, C4904E1 camera, mounting bracket, wiring harness, with install and freight Removal of systems, install of interior cameras, replacement cables (11W-KDX, H120, HE1, HE2, HD1A20) DXHD DVR, 1.0TB HDD, C1904A camera, CQ903A camera, freight	3 year warranty on parts included in price
7b	Provide security cameras on paratransit vehicles (real time recording with an option to broadcast real time video on demand)	6	\$21,540.00	NA	DXHD DVR, 1.0TB HDD, C1904A camera, CQ903A camera, C4904E1 camera, mounting bracket, wiring harness, with install and freight Removal of systems, install of interior cameras, replacement cables (11W-KDX, H120, HE1, HE2, HD1A20)	3 year warranty on parts included in price

ATTACHMENT E: WARRANTY



10. Tab J - Warranty

RouteMatch Software, Inc. ("RouteMatch") shall provide a warranty (the "Hardware Warranty") on parts for the hardware devices (the "Hardware") that RouteMatch delivers to RouteMatch's customer ("Licensee") under the agreement (the "Agreement") between RouteMatch and Licensee, for a period of one (1) year from and after installation of the Hardware devices (the "Warranty Term"), as follows and notwithstanding anything to the contrary:

- RouteMatch warrants that the Hardware shall be free from defects in materials and workmanship and that the Hardware shall meet the specifications set out in the Agreement applicable to such Hardware.
- The warranty shall only be applicable in the event that: (1) RouteMatch receives written notice of any Hardware defect within ten (10) days after the discovery of such defect; (2) the Hardware has been stored, handled, operated, maintained, and otherwise used by Licensee in accordance with general industry practices; (3) such defects do not arise from negligence, recklessness, or willfully wanton behavior; (4) the Hardware has not been subject to any use other than that for which such defective Hardware device was designed, nor has such defective Hardware device been involved in any accident; (5) neither Licensee nor any third party has performed or attempted to perform any work, including corrective work, with respect to the product without RouteMatch's express prior written consent thereto (except for the work required of Licensee below); (6) RouteMatch is given a reasonable opportunity to inspect the Hardware devices in question and is reasonably satisfied that they are defective; and (7) RouteMatch has received full payment of the price for such Hardware or any installments due thereon.
- In the event that a defective Hardware part is to be returned to RouteMatch for warranty assessment, replacement or repair, it shall be Licensee's responsibility to return said product or part thereof at its own costs, and it shall be RouteMatch's responsibility, once the assessment, replacement or repair is complete, to deliver such product or part thereof to Licensee at RouteMatch's own cost.
- RouteMatch will provide a Return Materials Authorization form for Licensee to provide along with defective hardware.
- RouteMatch shall at its option replace and/or repair any product which becomes defective due to faulty material or workmanship.
- In the event that the replacement or repair should not yield the result warranted, Licensee may either request a reduction of payment corresponding to the decrease in value of the product or modification to the Agreement so as to exclude the defective product, or relevant part thereof, from the application thereof.

For clarity, Hardware does not include any peripherals or expendables of immaterial value, including, without limitation, batteries, headphones, and simple copper wires.

ATTACHMENT F: FEDERAL CLAUSE SET

**ATTACHMENT 6
RFP 16-0428**

LAKE COUNTY, FLORIDA

**FEDERAL FUNDING CLAUSE SET
FOR FTA GRANT OR STIMULUS PROGRAM**

(Goods, Services and Construction)

Last Revision Date: September, 2014

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

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Section A. - Federally Required and Other Model Contract Clauses

1. Fly America Requirements
2. Buy America Requirements (Certification required for contracts > \$100,000)
3. Charter Bus and School Bus Requirements
4. Cargo Preference Requirements
5. Seismic Safety Requirements (Construction contracts)
6. Energy Conservation Requirements
7. Clean Water Requirements
8. Lobbying (Certification required for contracts > \$100,000)
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10. Federal Changes
11. Bonding Requirements
12. Clean Air
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14. Davis-Bacon Act (Construction contracts >\$2,000)
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19. Termination
20. Government-wide Debarment and Suspension (Non-procurement)
21. Privacy Act Requirements
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24. Patent and Rights in Data, and Copyrights
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26. Disadvantaged Business Enterprises (DBE)
27. State and Local Law Disclaimer
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Section B: Attachments: Certifications That Require Specific Entries to be completed and returned with Bid/Proposal Response

Attachment B.1: Buy America Certification

Attachment B.2: Certification Regarding Lobbying

- Attachment B.3: Disadvantaged Business Enterprise (DBE) Program Forms 1 and 2
- Attachment B.4: Clause/certification: Bus Purchases
- Attachment B.5: Clause/certification: Pre-Award and Post Delivery Audit Requirements

1. FLY AMERICA REQUIREMENTS

49 U.S.C. 5331 49 CFR Parts 53 and 654

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow Down

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

Fly America Requirements –

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

2. BUY AMERICA REQUIREMENTS

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

Applicability to Contracts

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

Flow Down

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

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

Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

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

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

3. CHARTER BUS REQUIREMENTS

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

Applicability to Contracts

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

Flow Down

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

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

3a. SCHOOL BUS REQUIREMENTS

49 U.S.C., 323(ff) 49 CFR Part 605

Applicability to Contracts

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

Flow Down

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

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

4. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241 46 CFR Part 381

Applicability to Contracts

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Flow Down

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

5. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49 CFR Part 41

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and sub-recipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

6. ENERGY CONSERVATION REQUIREMENTS

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

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

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

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

7. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts

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

Flow Down

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

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

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

8. LOBBYING

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

Applicability to Contracts

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

Flow Down

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

Mandatory Clause/Language

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

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

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31

U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

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

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

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

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

NOTE: SEE ATTACHMENT B.2 FOR CERTIFICATION REGARDING LOBBYING

9. ACCESS TO RECORDS AND REPORTS

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

Applicability to Contracts

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

Flow Down

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

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

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

C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

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

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

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

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

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

Requirements for Access to Records and Reports by Types of Contract

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

b. Contracts above \$100,000 / Capital Projects	None unless 1 non-competitive award		5307/5309/5311			
II Non State Grantees	Yes 3	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes 3		Yes	Yes	Yes	Yes
b. Contracts above \$100,000 / Capital Projects						

Sources of Authority: 1 49USC5325 (a), 2 49 CFR 633.17, 3 18 CFR .36(I)

10. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

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

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

11. BONDING REQUIREMENTS

Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees"

shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;
- (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down

Bonding requirements flow down to the first tier contractors.

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to LAKE County and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by LAKE County to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of LAKE County.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of LAKE County, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of LAKE County's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by

LAKE County as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense LAKE County for the damages occasioned by default, then the undersigned bidder agrees to indemnify LAKE County and pay over to LAKE County the difference between the bid security and LAKE County's total damages, so as to make LAKE County whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless LAKE County determines that a lesser amount would be adequate for the protection of the LAKE County.

2. LAKE County may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. LAKE County may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million.

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million;
or

(iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, Lake County may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect LAKE County's interest.

(a) The following situations may warrant a performance bond:

1. Lake County property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and LAKE County, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.
 4. Contracts are for dismantling, demolition, or removal of improvements.
- (b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless Lake County determines that a lesser amount would be adequate for the protection of Lake County.
2. Lake County may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. Lake County may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in Lake County's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. Lake County shall determine the amount of the advance payment bond necessary to protect Lake County.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. Lake County shall determine the amount of the patent indemnity to protect the Lake County.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to Lake County, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by Lake County, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Lake County Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after final payment by Lake County and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to Lake County. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to Lake County written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

12. CLEAN AIR

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

Applicability to Contracts

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

Flow Down

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

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

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

13. RECYCLED PRODUCTS

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

Applicability to Contracts

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

Flow Down

These requirements flow down to all contractor and subcontractor tiers.

1. **Recovered Materials** - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to

the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

14. DAVIS-BACON ACT

40 USC § 167; 276a -276a-5 (1998), 29 CFR § 5 (1999)

Applicability to Contract

Construction contracts over \$2,000.00

Flow Down

Applies to third party contractors and subcontractors

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage

rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30- day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (I) (ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage

rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (l) (v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Lake County Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Lake County Transit may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated

or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to LAKE County Transit for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of

Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

15. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

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

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

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

Clause Language

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

16. COPELAND ANTI-KICKBACK ACT

40 U.S.C. § 276c (1999), 29 C.F.R. § 3 (1999), 29 C.F.R. § 5 (1999)

Applicability to Contracts

All construction contracts in excess of \$2,000.

Flow Down

Applicable to all third party contractors and subcontractors.

Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Since there are no specific statutory or regulatory requirements for additional mandatory language, no additional clauses are necessary for this provision.

17. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

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

No Obligation by the Federal Government.

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

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

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

AND RELATED ACTS

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

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of

49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

19. TERMINATION

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

Applicability to Contracts

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

Flow Down

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for completing the work. The Contractor and its sureties shall be liable for any damage to Lake County resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Lake County in completing the work.

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

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

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

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

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

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

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

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

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

20. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29
Executive Order 12549

Background and Applicability

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

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

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

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

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

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

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

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

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

21. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

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

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

22. CIVIL RIGHTS REQUIREMENTS

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

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

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

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

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

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

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

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

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

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

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

23. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18, FTA Circular 4220.1E

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for

administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

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

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

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

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

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

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

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

Applicability to Contracts

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

Flow Down

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

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

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

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

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

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

24. PATENT AND RIGHTS IN DATA

37 CFR Part 401, 49 CFR Parts 18 and 19

Applicability to Contracts

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow Down

The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Contracts Involving Experimental, Developmental or Research Work.

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and

information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

2. U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

25. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

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

Applicability to Contracts

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

Flow Down

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

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

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

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

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

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

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

26. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability

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

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

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

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 14.3%. A separate contract goal **has not** been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Lake County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Award of this contract is conditioned on submission of the following information **concurrent with and accompanying an initial proposal (see 49 CFR 26.53(3))**:
 1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

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

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Lake County PTD. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

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

27. STATE AND LOCAL LAW DISCLAIMER

Applicability to Contracts

This disclaimer applies to all contracts.

Flow Down

The Disclaimer has unlimited flow down.

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

28. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1D

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases

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

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

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

29. DRUG AND ALCOHOL TESTING

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

Applicability to Contracts

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

Applicability to Micro-Purchases

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

Flow Down Requirements

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

Model Clause/Language

Introduction

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its sub-recipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

Drug and Alcohol Testing **Option 1**

The contractor agrees to:

(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

Drug and Alcohol Testing **Option 2**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). 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.

Drug and Alcohol Testing **Option 3**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). 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. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

30. VETERANS HIRING PREFERENCE

FTA Circular 4220.1F MAP 21

Applicability to Contracts

The Veterans Hiring Preference provision applies to all construction projects funded in whole or in part by the FTA.

Flow Down Requirements

The Veterans Hiring Preference provision applies to all subcontractors performing under a prime construction project funded in whole or in part by the FTA.

Model Clause/Language

Veterans employment: Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

CLAUSE SET ATTACHMENT B.1: BUY AMERICA CERTIFICATION

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

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

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

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

Signature: _____ Title: _____

Company Name: _____ Date: _____

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

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

Signature: _____ Title: _____

Company Name: _____ Date: _____

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

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

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

Signature: _____ Title: _____

Company Name: _____ Date: _____

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

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

Signature: _____ Title: _____

Company Name: _____ Date: _____

CLAUSE SET ATTACHMENT B.2: CERTIFICATION REGARDING LOBBYING

APPENDIX A, 49 CFR PART 20-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
be submitted with each bid or offer exceeding \$100,000)

(To

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

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

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

CLAUSE SET ATTACHMENT B.3: FORM 1 AND 2, DEMONSTRATION OF GOOD FAITH EFFORTS

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

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

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

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

Name of bidder/offeror's firm: _____

State Registration No.: _____

By: _____

(Signature)

(Title)

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

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

Affirmation

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

By : _____

(Signature)

(Title)

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

(Submit this page for each DBE subcontractor.)

CLAUSE SET ATTACHMENT B.4. CLAUSE AND CERTIFICATION

BUS TESTING

49 U.S.C. 5323(c)
49 CFR Part 665

Applicability to Contracts

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases

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

Flow Down

The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in [Master Agreement](#).

Model Clause/Language

Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Bus Testing Certification and language therein are merely suggested.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____ Signature: _____

Company Name: _____ Title: _____

CLAUSE SET ATTACHMENT B.5, CLAUSE AND CERTIFICATION

PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323
49 CFR Part 663

Applicability to Contracts

These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases

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

Flow Down

These requirements should not flow down, except to the turnkey contractor as stated in [Master Agreement](#).

Model Clause/Language

- Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

-- Specific language for the Buy America certification is mandated by FTA regulation,

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended,"

49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

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

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____
