



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378

NOTICE OF AVAILABILITY

REQUEST FOR PROPOSALS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed proposals at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

RFP NO. 20250384
TRANSIT CONTRACT DRIVER SERVICES – ANNUAL CONTRACT

Charlotte County is requesting proposals for the purpose of selecting a qualified Proposer to provide paratransit services to plan and operate transportation services within the service area of Charlotte County for the general public, including individuals certified as Transportation Disadvantaged by Charlotte County.

There will not be a Pre-Submittal Conference for this project. Please send all questions to the email address below.

PROPOSAL DUE DATE: 3:00 p.m. (EST), MAY 2, 2025
PURCHASING DIVISION CONFERENCE ROOM

Proposal Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 253842. Any questions can be answered by contacting Rhiannon Mills, Senior Contract Specialist at 941.743.1374, or email: Rhiannon.Mills@CharlotteCountyFL.gov

ELECTRONIC BID SUBMISSIONS: All submittals for this project shall be submitted electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Notice of Availability
Posted: MAY 2, 2025



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

STATEMENT OF NO SUBMITTAL

If you **do not** intend to submit on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We, the undersigned, have declined to submit on requested commodity/service **RFP #20250384, TRANSIT CONTRACT DRIVER SERVICES – ANNUAL CONTRACT**, for the following reason(s):

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Request for Proposal.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Unable to meet specifications.
- _____ Specifications are unclear (explain below).
- _____ Remove us from your vendors' list for this commodity/service.
- _____ Other (specify below).

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Submittal may be emailed to Rhiannon.Mills@CharlotteCountyFL.gov

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RFP NO. 20250384

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**REQUEST FOR PROPOSAL
TRANSIT CONTRACT DRIVER SERVICES – ANNUAL CONTRACT
RFP 20250384**

PART I - INSTRUCTIONS

RP-01 INTENT:

A. It is the intent of the County to select a firm who clearly demonstrates the highest level of ability and proven reliability to perform the professional services specified in the Scope of Services. Brief summaries applicable to the required work should be included with the proposal.

B. **Time and Date Due** - Charlotte County will accept proposals from individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida until **3:00 p.m., MAY 2, 2025.**

RP-02 CONTRACT AWARDS/TERM OF CONTRACT: The County anticipates entering into a contract with one (1) firm who submit the proposal judged to be most advantageous to the County. The term of the contract will be effective from October 1, 2025, up to and including September 30, 2026, with two (2) one-year renewal options. The selected firm shall be required to sign a formal agreement in the standard form currently used by Charlotte County for professional services.

The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. A proposal is not binding until proposals are reviewed and accepted by the Board of County Commissioners and a contract is executed by both parties.

RP-03 DEVELOPMENT COSTS: The County shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal (RFP). Proposers should prepare a straightforward and concise description of the proposers' ability to meet the requirements of the RFP.

RP-04 INQUIRIES: The County will not respond to oral inquiries. Proposers may submit written or emailed inquiries regarding this RFP to Purchasing, 18500 Murdock Circle, Suite 344, Port Charlotte, Florida 33948 or Rhiannon.Mills@charlottecountyfl.gov. The County will respond to written or emailed inquiries received at least five (5) calendar days prior to the RFP due date.

The County will record its responses to inquiries and any supplemental instructions in the form of written addenda. It shall be the responsibility of the proposer, prior to submitting their proposals, to view the website <https://purchasingbids.charlottecountyfl.gov> to determine if addenda were issued, acknowledging and incorporating them into their proposal.

RP-05 PROPOSAL SUBMISSION AND WITHDRAWAL: The County will receive proposals electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposal by notifying the County in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to provide Charlotte County the services set forth in these specifications until one of the proposals has been accepted by the Board of County Commissioners. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

RP-06 PROPOSAL RESTRICTIONS:

A. In order to control the cost of preparation, submittals should be limited to a maximum of 50 pages, excluding cover letter, index, dividers, resumes, and the required forms.

B. In accordance with Ordinance #96-002, the manufacture, use, display or other employment of any facsimile or reproduction of the Charlotte County Seal, without the express, prior, written approval of the Board of County Commissioners of Charlotte County, Florida, is hereby declared to be unlawful and punishable as a Second Degree Misdemeanor as provided in Section 165.043, Florida Statutes.

RP-07 DRUG FREE WORKPLACE: Charlotte County is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the proposal.

RP-08 PUBLIC ENTITY CRIMES STATEMENT: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

RP-09 CANCELLATION/TERMINATION: The County shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the successful proposer thirty (30) days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years is contingent upon appropriation of monies by the Board of County Commissioners. In the event funds are not available or not appropriated, the County reserves the right to terminate the Contract and/or individual leases. The County will be responsible for any outstanding invoices prior to the termination.

RP-10 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County shall be the sole judge of the proposal and the resulting agreement that is in its best interest, and its decision shall be final.

The County reserves the right to accept or reject any or any part of the submissions, if it is deemed in the best interest of the County. The County, in its sole discretion, may expand the scope of work to include additional requirements. The County reserves the right to investigate as it deems necessary to determine the ability of any firm to perform the work or services requested. The firms, upon request shall provide information the County deems necessary in order to make a determination.

RP-11 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: Charlotte County, Florida, in accordance with the provisions of Title VII of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all firms it will affirmatively ensure in any contract entered into pursuant to this advertisement, women-owned and minority business enterprises (collectively MBEs) will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of gender, race, color or national origin in consideration for an award. The County will consider the firm's status as an MBE or a certified MBE, and also the status of any sub-contractors or sub-consultants proposed to be utilized by the firm, within the evaluation process. Interested MBEs and certified MBEs are encouraged to respond.

All firms are hereby notified that the successful firms must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, firms agree that:

No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.

- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate this Contract upon receipt of evidence of discrimination.

RP-12 PAYMENT: Request for payment must be submitted to Charlotte County Purchasing on a form approved by the County in accordance with contract documents. Price shall be net and all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

RP-13 PERFORMANCE EVALUATION: At the end of the Contract, the receiving department will evaluate the successful proposers' performance. This evaluation will become public record.

RP-14 INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form (CG 00 01)**

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage.

- General Aggregate \$2,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the Charlotte County.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident, bodily injury or disease \$1,000,000

- a. Policy shall contain a waiver of subrogation against the Charlotte County.
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.

- c. If the contractor has no employees the contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

4. **Professional Liability (Errors and Omissions Liability) for Prime Contractors**

- a. Estimated Projection Construction Cost up to **\$9,999,999**

- | | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |
- b. Estimated Projection Construction Cost from **\$10,000,000 to \$19,999,999**
- | | |
|------------------|-------------|
| Each Claim | \$2,000,000 |
| Annual Aggregate | \$2,000,000 |
- c. Estimated Projection Construction Cost from **\$20,000,000 to \$40,000,000**
- | | |
|------------------|-------------|
| Each Claim | \$3,000,000 |
| Annual Aggregate | \$3,000,000 |
- d. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning at the time work under this Contract is completed.
- e. Policy shall contain a waiver of subrogation against Charlotte County.

5. **Professional Liability (Errors and Omissions Liability) for Subcontractors**

In addition to the insurance requirements for the Contractor, the contractor's registered sub-contractors (including structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, survey, geotechnical and materials testing) are required to carry Professional Liability insurance at the same levels and conditions as the Contractor.

Additional Insured – All policies, **except** for the Workers Compensation and Professional Liability shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later revisions used.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage - Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services. Within seven (7) calendar days of notice of award, the Contractor shall furnish a copy of the Declaration page and required endorsements for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of insurance carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A:VII".

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower

deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

RP-15 UNAUTHORIZED ALIEN WORKERS: Charlotte County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County. In addition, pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, *Fla. Stat.*

RP-16 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

RP-17 PUBLIC RECORDS CLAUSE TO CONTRACTORS "ACTING ON BEHALF OF THE COUNTY": Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) 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 in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential 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; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.

RP-18 SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS: Charlotte County will not request documentation of, or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Charlotte County does not give preference to vendors based on social, political, or ideological interests.

END OF PART I

PART II SCOPE OF SERVICES

RP-19 PROJECT DESCRIPTION: Charlotte County is requesting proposals for the purpose of selecting a qualified Proposer to provide paratransit services and operate transportation services within the service area of Charlotte County for the general public, including individuals certified as Transportation Disadvantaged (TD) by Charlotte County. The County shall be responsible for purchasing and maintaining buses. The County shall provide communications equipment, software and support, fuel and grant management. The County will have the authority regarding buses, staff and route scheduling, dispatching and the performance of the varied work performed under this contract. All submittals must include a completed No Lobby Qualification Form.

RP-20 BACKGROUND/DESCRIPTION OF SERVICE: Charlotte County Transit offers curb-to-curb shared-ride public transportation service within the service area of Charlotte County (see Exhibit A). Charlotte County Transit is the Community Transportation Coordinator (CTC) providing trips certified as Transportation Disadvantaged (TD).

Current service is provided Monday through Friday, from 6:30 a.m. to 6 p.m. and Saturdays 9 a.m. to 6 p.m.

1. Service Limits and Description:

- a. Contractor will utilize a business location within Charlotte County and will provide address and hours of operation.
- b. Contractor's Charlotte County business location must be accessible to persons with disabilities in accordance with the law.
- c. County shall have the right to visit and inspect the business location at any time.
- d. The Contractor will assign the local General Manager (GM), or similar position, and designate at least one position to serve as alternate should the GM not be available, to serve as the contact for the County. The GM will be required to attend contract performance monitoring meetings on a monthly basis, or as needed, with the County Transit Operations Manager or his/her designee.
- e. The GM, at minimum, must be knowledgeable in all aspects of County service operations and scheduling procedures.
- f. Contractor shall be available to cover all shifts when service is operational including GM (or designee), safety supervisors and drivers.
- g. This team will be categorized as safety-sensitive personnel and will be maintained with at least a minimum of two (2) Safety Supervisors available to cover all shifts during operational hours.
- h. The Contractor shall identify and provide the County a curriculum vitae (CV) of all members of the Safety and Training team assigned to the County under the terms of this Contract.
- i. Contractor will provide County a transition period plan with the submittal to include proposed cost per hour during the transition period.
- j. The County shall provide Contractor with access to scheduling software via a designated login username to monitor On-Time Performance, no-shows, and any other information as determined by the County. This login is specific to each user and must not be shared.
- k. The Contractor shall provide vehicle drivers for service during the service hours at the time of the Contract (Monday – Friday, 6:00am-6:30pm and Saturdays, 8:00am-6:30pm). See attached, Exhibit A for current service area map. Current service excludes County-observed holidays. This schedule is subject to change. County is responsible for notifying the Contractor of all changes in schedules and hours of operation.
- l. The Contractor shall provide drivers to meet or exceed the demand for transportation and for any extended days or times of service as notified by the County. See Exhibit B for current vehicle list.
- m. The Contractor shall provide Charlotte County with Driver Schedules a minimum of two (2) weeks in advance. Schedules should be on a Monday through Saturday basis. It is the responsibility of the Contractor to provide the County any deviations from the original schedule provided as soon as possible.
- n. Contractor shall ensure appropriate level of extra board drivers to ensure continuity of service.
- o. The County may provide different hours of operation pre, during and post declared emergencies to be determined by the County Transit Operations Manager or his/her Designee.
- p. The Contractor agrees to respond to communication from the County within three (3) working days unless a shorter response time is requested by the County or as outlined in this Contract.
- q. The Contractor shall provide reports to the County as outlined in this contract.

- r. Contractor agrees that it and its employees will communicate with County employees and members of the public in a civil manner. All aspects of a Contractor and its employees' performance including received from County employees or members of the public may impact the County's decision to renew or terminate the Contract in accordance with the provisions herein.
- s. The Contractor shall notify the County Transit Operations Manager or his/her Designee at least one (1) day in advance of any meeting between the Contractor and any County Commissioner, regulatory agency or private citizen related to this Contract.
- t. Contractor will be responsible for employing, training and supervising staff, and employing an appropriate number of staff as outlined in this Contract.
- u. An affirmative statement shall be an inclusive document substantiating that the Contractor and all applicable employees are properly licensed to drive in Florida.
- v. Contractor shall possess at a minimum two years of demonstrated success providing paratransit services. Contractor shall submit years of experience; locations; references (inclusive of titles and contact information) to verify times and locations, as well as to assess quality of prior service.
- w. Contractor shall provide an organizational structure, as well as the number of employees and general job descriptions needed to provide Paratransit Services. Contractor shall make available executive level resumes/references if requested.
- x. The County reserves the right to approve or disapprove the appointment of any managers by the contractor affiliated with the contract.
- y. The GM appointed by the contractor shall, at a minimum have one (1) year of demonstrated success as a GM or similar position, within a paratransit organization.
- z. The Contractor and its employees are deemed an independent contractor and not employees of the County. As such, they shall not represent themselves as employees of the County.
- aa. The Contractor shall not engage in any advertising or marketing activities related to the performance of its services under this Agreement unless preapproved by the County in writing.
- bb. Contractor shall develop driver schedules. A copy of the drivers' schedule must be provided to the County at minimum every other Friday via email to the email address provided by County upon Award of this Contract.
- cc. Contractor shall conduct necessary background checks for staff prior to employment, maintaining appropriate staff records, performing all drug and alcohol testing, promptly paying staff and subcontractors, and promptly paying employee benefits, withholding and employment taxes as per outlined in this Contract.
- dd. Contractor shall ensure continuous compliance with all Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), and County operating policies and regulations.
- ee. Contractor shall prepare all planning documents including Transition Plan, Drug and Alcohol Plan and Policy, Equal Employment Opportunity Plans and Safety Plans to include a System Safety Program Plan.
- ff. Contractor will be provided access to the County's video camera system to monitor compliance and reported/unreported safety events.
- gg. Contractor will remove any employee from service under the provisions of this Contract, who in the opinion of the County Transit Operations Manager or designee violates the policies contained herein, or for any other substantial reason.
- hh. Complaint (concerns) by passengers and/or general public are received by the County and documented in a shared format with the Contractor. It is the responsibility of the Contractor to evaluate the concerns. Safety-related concerns must be evaluated the same business day, and a resolution provided the same business day. Non-safety related concerns must be evaluated and resolved within one business day. If there is a delay for any substantiated reason, the Contractor must notify County immediately.
- ii. The County shall have the right, in its sole discretion, to require staff be reassigned or replaced, should any aspect of Contractor's performance be negatively impacted thereby, or in the event the County determines that customer complaints about staff, policies and/or procedures are excessive.
- jj. The Contractor shall establish policies prohibiting drivers from engaging in unprofessional behavior while operating a County vehicle, with or without passengers onboard, to include, but not limited to, smoking, vaping, eating, drinking, use of cellular and other wireless devices including headphones, earbuds or other listening devices, and improper hygiene.
- kk. The Contractor shall establish and enforce a policy for approved radio stations and volume as agreed upon by the County.

II. The Contractor shall ensure each driver and safety supervisor have an accurate clock or watch (accurately set daily) displaying hours and minutes available and in clear sight during the operation of any vehicle synchronized with the Global Clock. Neither the County vehicle clock nor a cellular phone with a clock are considered a valid time keeping piece of equipment. This is to be verified at least twice daily via two-way radio, and a check during pre-trip inspection and after a scheduled break is required.

2. Background Checks/Motor Vehicle Records (MVRs):

a. The Contractor will administer a background check of all drivers, including subcontracted drivers, before the driver provides any services under the contract, as described in detail below. The County will not be responsible for any direct costs or fees related to background checks, including any testing requirements.

b. Contract shall maintain background checks in the employee's files. County reserves the right to review employee files.

c. It is important that the County provide professional and consistent levels of safe, high-quality services to all customers. The Contractor must meet or exceed County standards regarding eligibility to drive a county vehicle. All drivers, including subcontracted drivers, utilized in County service must meet the following employment standards:

- Each driver must pass an FDOT pre-employment physical examination, provided by a certified physician or nurse practitioner (chiropractor is not allowable), certifying they are physically able to perform the essential functions of the job with or without reasonable modifications. An updated physical examination record must be submitted at least every two years.
- Each driver must have a Motor Vehicle Record (MVR) completed prior to driving any vehicle in service. The County will not be responsible for any direct costs related to MVR.
- The Contractor shall require all drivers to maintain driver's licenses and registration requirements and maintain acceptable MVRs. Contractor shall review the MVR of each safety-sensitive employee a minimum of every three (3) months. Contractor shall provide documentation to demonstrate compliance with these requirements to the County. The Contractor will provide the County proof of background screenings at any time upon request by the County.
- Each driver must pass a pre-employment Drug and Alcohol test prior to driving or performing any safety sensitive functions. In addition, drivers will be subject to periodic random drug and alcohol tests. A non-negative test result will result in the immediate suspension of the driver to perform any safety sensitive function, including driving.
- The Contractor shall ensure that, prior to providing services, all persons having access to vulnerable elders and children, their living area, funds or personal property, or protected health information pertaining to such individuals, will pass a Level II criminal background screening in accordance with the requirements of s.430.0402 and ch.435, F.S. as amended. These provisions apply to employees, subcontractors, consultants, direct service providers and volunteers. Consequently, any commitment for employment, purchase of services, or volunteer program participation will be contingent upon the passing of a Level II background check. The background screening will include employment history checks as provided in s.435.03 (1), F.S. and both local and national criminal record checks coordinated through law enforcement agencies. The County will not be responsible for any of the direct costs related to any background check. For the purposes of this section, the term "direct service provider" means a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client's living areas or to the client's funds or personal property. This term includes coordinators, managers, and supervisors of residential facilities and volunteers.
- Review criminal history for the past ten (10) years in all jurisdictions where the applicant has resided and consider the date, severity, nature of the violation and rehabilitation efforts when evaluating convictions.
- The Contractor shall eVerify all drivers and new employees to determine eligibility to work in the United States.
- The driver must have held a valid Driver's License from any U.S. State or U.S. Territory for the last three (3) years. The County is not responsible for direct costs associated with any Motor Vehicle background check.

- Drivers must possess and maintain a valid class “A” Florida Commercial Driver’s License (CDL), including appropriate endorsements, or the ability to obtain within 90 days of employment. Drivers who do not possess a CDL at the time of employment, must possess a valid Florida driver’s license.
- The driver must not have been convicted of a serious traffic violation such as driving under the influence of alcohol or drugs, leaving the scene of an accident, using a vehicle in the commission of a felony, reckless driving and/or reckless endangerment within the last seven (7) years.
- The driver must not have had a U.S. driver’s license suspended or revoked for moving violations within the last three (3) years.
- Each driver must comply with all federal, state and County requirements for substance abuse testing.
- The following criteria have been established to identify high risk drivers. A driver is unacceptable if the driver's accident/violation history in the previous five (5) years, includes one (1) or more of the following moving violation convictions:
 - Driving under the influence of alcohol or drugs (DUI) or driving while intoxicated (DWI)
 - Hit and run
 - Failure to report an accident
 - Negligent homicide arising out of the use of a motor vehicle
 - Operating during a period of suspension or revocation
 - Using a motor vehicle for the commission of a felony
 - Operating a motor vehicle without the owner's authority
 - Permitting an unlicensed person to drive
 - Reckless driving
 - Speeding (three (3) or more in a 3-year period)
 - Two preventable accidents in a 12-month period
- Ensure no more than one (1) moving violation in the past two (2) years.
- The County shall have the right to approve or deny a driver based on employment background check or current DMV driving record.

3. Drug & Alcohol Policy and Testing Program (D&A):

- a. Personnel performing safety-sensitive functions, as defined by the Federal Transit Administration (FTA) and Department of Transportation (DOT) regulations, will include, at a minimum, Drivers, Safety Supervisors and Behind-the-Wheel Trainers personnel.
- b. Contractor shall develop, implement and manage a D&A testing program that complies with 49 CFR Part 40, as amended and CFR Part 655, as amended.
- c. Contractor must submit a copy of the D&A testing plan to the County within 30 calendar days of contract execution.
- d. Documentation of test results will be maintained in accordance with Federal requirements and shall be made readily available for inspection by County.
- e. The Contractor will provide the County with a monthly compliance letter certifying its compliance with the program.
- f. Contractor will ensure that all safety-sensitive positions adhere to the contractor’s drug and alcohol testing program that complies with 49 C.F.R. Part 655.
- g. The contractor will produce any documentation necessary to establish its compliance with Part 655 and permit any authorized representative of the United States Department of Transportation or its operating administrations, relevant Florida state agencies, and the County to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process and test results.
- h. Contractor shall conduct random drug and alcohol tests at the annual testing rates required by the Federal Transit Administration.

- i. County has a zero tolerance for positive D&A tests and requires the same policy to be enforced by the Contractor.
- j. Contractor's consequences for breath alcohol test results of 0.02 or greater but less than 0.04 must include at a minimum the following: immediate removal of the employee from all safety sensitive functions for a minimum period of at least eight (8) hours or until the employee can pass an alcohol test with a BAC of less than 0.02, whichever comes first.
- k. Contractor's consequences for an employee who refuses to submit to a drug or alcohol test, has a verified positive drug test result, or has a confirmed alcohol test result of 0.04 or greater, must include, at a minimum, immediate and permanent removal of the employee from any safety sensitive function as it pertains to the County.
- l. All D&A tests must be performed by a doctor or nurse practitioner; chiropractors are not allowed under the DOT testing guidelines.
- m. Contractor shall provide County unannounced access to its D&A program for auditing.
- n. Contractor will report to FTA for the Drug and Alcohol Management Information System (DAMIS) reporting. Contractor will provide County a copy of the submitted DAMIS report once submitted.
- o. It is understood that failure to comply with any requirement outlined in 49 CFR Parts 40, 653, 654 and 655, or failure to submit any required certification or documentation shall be considered a material breach of contract and grounds for contract terminations.

4. Identification Cards (I.D.):

- a. The County will issue identification cards to safety-sensitive employees after reviewing and approving all required documentation.
- b. Contracted drivers and supervisors are required to immediately notify County management of a lost or stolen I.D. card.
- c. Return I.D. card within three (3) days of termination or resignation.
- d. I.D. cards not returned within the timeframe will be reported to the County Security Manager.
- e. I.D. cards are to be used only by the safety-sensitive employee assigned to the card.

5. Training Requirements:

- a. Instructor Certification: Training instructors must be properly certified to deliver specified courses. Certifications may include:
 - TSI Course SMS Awareness (Online, free following TSI Student enrollment); and
 - TSI Course (ICTT) – Instructors Course for Transit Trainers; and
 - TSI Course (FBCI) – Fundamentals of Bus Collision Investigation; or
 - Smith System or
 - Or comparable driving course(s) approved by the County
- b. The Contractor shall develop, implement and maintain a formal training and retraining program, which shall be subject to review and approval by the County prior to implementation and should be part of the transition plan set forth.
- c. All drivers, supervisors, managers and any other safety-sensitive employees, shall participate in the training program. The Contractor shall be responsible for all costs associated with the training program.
- d. All employees having contact with the public must complete a course of at least four (4) hours in duration focused on customer relations. The purpose of this course is to help provide employees with skills in providing quality customer service to passengers and the public. The Contractor must certify in writing, by name, each individual driver as having satisfactorily completed all requirements and training courses prior to allowing that individual driver to operate a bus in revenue service.
- e. Prior to operating a vehicle in revenue service, drivers must obtain and maintain Adult and Child (juvenile) Cardiopulmonary Resuscitation (CPR) and First Aid certification. CPR and First Aid certifications must be maintained and renewed annually or every two (2) years depending on the training organization requirements. Training to include at minimum general first aid, Automated External Defibrillator (AED), proper response to emergency medical needs of passengers and hazardous waste disposal procedures and bloodborne pathogens.

f. The Contractor shall provide appropriate employee training, following the Minimum Fixed Route Bus Operator Training Guidelines provided by Florida Transit Safety and Operations Network (FTSON). County will pay Contractor for driver onboarding training.

g. Areas, at minimum, to be covered during the training include the following:

- Know, understand, follow and implement County policies and procedures that are provided to drivers, including the requirements of (ADA) and Florida Statutes, Ch. 427.
- Know, understand, follow and implement disability recognition and sensitivity.
- Proper procedures for boarding and alighting passengers.
- Use of a fire extinguisher.
- Know and understand proper procedures for blood borne pathogens.
- Ensure sensitivity to and safe transport of persons with disabilities, including proper securement and storage of mobility devices.
- Basic professional courtesy, customer service and the elimination of attitudinal barriers including conflict resolution and stress management.
- Know and understand County emergency evacuation procedures.
- Know and understand local geography. Local geography training must include locations of public and private agencies, points of interest and other locations which County passengers are likely to travel.
- Know and understand how to use the digital maps as provided by the County through the MDT.
- How to read a map. Map to be provided by the County which may be used during times of emergencies.
- Explanation of inappropriate passenger interaction and restrictions on contact with passengers.
- Passenger Service and Safety (PASS) Certification. This training will ensure that drivers have current expertise in passenger assistance techniques and sensitivity skills appropriate for serving persons with disabilities.
- Defensive driver training per the National Safety Council standards or an equivalent course approved by the County.
- Vehicle breakdown, accident, passenger incidents, adverse weather and other emergency/safety procedures including emergency vehicle evacuation.
- County Policy instruction, such as service hours, service area, complaint procedures, wait time, safety event reporting, use of MDT and software. This training to include what is and what is not the responsibility of a driver.
- Vehicle and equipment operations, including proper two-way radio protocol, wheelchair and scooter securement and ramp operation.
- Safe operation of vehicles and post-accident procedures.
- Post-accident retraining is required for a driver after a preventable accident. Contractor will not invoice County for hours spent on post-accident retraining.
- Familiarity with the completion of necessary paperwork, such as paper trip logs (used in emergency situations or as determined by the County Transit Operations Manager or his/her designee), pre/post trip inspection forms (when paper forms are necessary), First Aid Kit/Biohazard kit replenishment request, safety event reports for accidents and incidents. See Exhibit C for paper trip logs.
- Hazard-specific training, particularly in response to disasters, natural or man-made, in conjunction with County protocols.

- Training geared towards proper, safe handling such matters such as suspicious packages or items onboard a County vehicle and/or County facility, as approved by the County.
 - Any other aspects which contribute to the safety, comfort and efficiency of providing County transportation service.
- h. All expenses associated with additional training, above and beyond those outlined in this Scope of Services, will be the responsibility of the Contractor. The Contractor will be responsible for ensuring that all employees are proficient and knowledgeable to perform job responsibilities. General training for tasks related to required job responsibilities will be the responsibility of the Contractor.
- i. As part of the training program, the Contractor shall prepare and distribute to all drivers, supervisors and managers a Driver's Manual. Contents of the Driver's Manual shall include at minimum the following areas: driver's rules including a radio policy pertaining to acceptable AM/FM stations and an acceptable volume level as agreed upon with the County, detailed disciplinary action, accident/incident procedures; fog and inclement weather policy; vehicle inspection and care policy and procedure; lost and found procedure, reporting procedures and pertinent sample forms. Contractor shall provide the County a copy of the Driver's Manual within 30 days of Contract award and following any updates or revisions to the manual during the term of this Contract.
- j. The Contractor must provide County with evidence that all drivers have completed the training program offered by the Contractor prior to driving, and as required herein.
- k. The Contractor shall ensure that all drivers receive refresher trainings or repeat new employee training for a minimum of four (4) hours annually and have acknowledgement forms. Acknowledgement forms shall be kept in each driver's personnel file. County will pay up to four (4) hours for annual refresher training per driver.
- l. Contractor shall provide driver annual refresher training. This training must include a behind the wheel component where in the driver is monitored at minimum, for pre/post trip inspection, starting, driving and boarding, parking and evacuation procedures.
- m. Contractor shall train and provide refresher training (at minimum annually) to drivers prior to beginning revenue service to include at minimum:
- A Driver's Manual: Contents of the Driver's Manual shall include the following subject areas: driver's rules including a radio policy pertaining to acceptable AM/FM stations and an acceptable volume level as agreed upon with the County and detailed disciplinary action measures for violations of policies and procedures; accident/incident policies; two-way radio policies and procedures; fog and inclement weather policy; lost and found procedures; vehicle inspection, care and maintenance policy and procedures, reporting procedures and pertinent sample forms.
 - Pre- and post-trip inspections as per State and local requirements, utilizing the MDT and software provided by the County.
 - Drivers must be trained and use 2-way radio, 10 codes. Radios to be provided and maintained by the County.
 - Drivers must attend training that includes understanding of and sensitivity to the needs of customers with disabilities. Drivers must be knowledgeable about a variety of disabilities and must be trained to proficiency.
 - Know and understand proper procedures for bloodborne pathogens.
 - One (1) hour minimum annual Drug and Alcohol video with certification.
 - Ensure sensitivity to and safe transport of persons with disabilities, including the securement and storage of mobility devices.
 - Basic professional courtesy, customer service and the elimination of attitudinal barriers including conflict resolution and stress management.
 - Annual Emergency Evacuation Procedures.
 - Knowledge or ability to learn local geography through the use of electronic mapping technology provided by the County. Local geography training must include locations of public and private agencies, points of interest, and other locations to which Paratransit customers are likely to travel.
 - Ability to read a map using electronic mapping technology. Road maps will be supplied by the County in the event of an emergency situation.
 - Explanation of inappropriate customer interaction and restrictions on contact with customers.
 - National Safe Place training.

- Passenger Service and Safety (PASS) Certification. This training ensures that community transportation drivers have current expertise in passenger assistance techniques and sensitivity skills appropriate for serving persons with disabilities.
 - Adult and Child (juvenile) Cardiopulmonary Resuscitation (CPR) training including general first aid, proper response to emergency medical needs of riders, hazardous waste disposal procedures and bloodborne pathogens.
 - Defensive Driver Training per the National Safety Council standards or an equivalent course approved by County.
 - Vehicle breakdown, accident, passenger incidents, adverse weather and other emergency/safety procedures including emergency vehicle evacuation.
 - Vehicle and equipment operations, including proper two-way radio protocol, wheelchair and scooter securement, ramp operations, and operation of any automated devices installed in the vehicle.
 - Vehicle and equipment cleanliness. Daily Driver cleaning checklist to be provided by Contractor and approved by County.
 - Safe operation of vehicles and post-accident procedures.
 - Familiarity with the completion of necessary paperwork such as trip logs (in the event of an internet outage) pre-trip inspection forms, accident reports and incident reports.
 - All drivers are required to operate on board data entry equipment (MDT). Data entry equipment to be provided and maintained by the County. The associated training for the operation of this equipment shall be conducted during the “in-service” training.
 - Provide documentation of driver training upon hire and annually thereafter. Provide explanation of method of providing emergency or back up drivers.
 - Contractor shall provide uniform minimum driver standards including criminal records check and motor vehicle records check, prior to driving any vehicle in service.
 - Provide Human Trafficking Training that meets the following minimum criteria:
 - Delivered in a digital video format or Internet-based video format and includes:
 - An overview of human trafficking victims.
 - The experience of human trafficking victims.
 - The reasons human trafficking occurs in the transportation industry.
 - The definition of human trafficking under State and Federal law.
 - Guidance on identifying individuals most at risk for human trafficking.
 - Information on distinguishing between labor and sex trafficking within the transportation industry.
 - Guidance on the role of drivers in reporting and responding to human trafficking.
 - Contact information for reporting human trafficking, including the National Human Trafficking Hotline toll-free number and text line and appropriate law enforcement agencies.
 - Consist of a minimum duration of 15-minutes
 - Provided to new drivers before they operate in revenue service
- n. Contractor shall maintain all training programs and records documenting course completion in each employee's personnel file. The Contractor shall make available to the County, a complete copy of all course outlines, instructor information, training materials, and handbooks pertaining to safety-sensitive employee training.
- o. Contractor shall notify County no less than four (4) weeks in advance of any training. County staff may attend training sessions given by the Contractor or other instructor as approved by the County.

6. Equipment Operation:

- a. Drivers must follow all traffic laws and avoid any distractions while behind the wheel of a county vehicle. This includes but is not limited to, no texting or operating a handheld or wireless cellular device while behind the wheel of a county vehicle.
- b. Under no circumstances shall vehicles operate over posted speed limits.
- c. Drivers must use the county equipment, including vehicles, MDT and two-way radio and/or other equipment as assigned by County, as intended and are to be returned to County office at the end of each shift or termination.
- d. Tablets are assigned by vehicle by County staff. Tablets are to be used per training guidelines without deviation. No mobile applications shall be downloaded to the county-owned tablets.
- e. Two-way radios are assigned by vehicle by County staff. Two-way radio communication shall be limited to professional use per the communication policy as provided by the Contractor.
- f. No trash shall accumulate in vehicles; no food or drink (other than bottled water) can be consumed in a County vehicle.
- g. Drivers must not smoke or vape in or within twenty-five (25) feet of a county vehicle or County facility.
- h. Drivers will be responsible for the appearance of the interior of the assigned County vehicle on a daily basis. This includes daily removal of trash, sweeping, and removal of personal belongings at the end of each shift.
- i. Drivers must report daily to the County any foreign matters observed such as gum, grease, dirt and graffiti.
- j. Drivers shall monitor all dash gauges to ensure mechanically safe operation and report any issues immediately to County Transit Operations Manager or his/her Designee.

7. Standards for Schedule:

- a. Trips are scheduled by County staff so that the passenger will arrive at their destinations on time.
- b. At the time of booking, passengers are provided a 30-minute pickup window to be ready for their pick-up for when the vehicle arrives. The pickup window will be no more than 30 minutes.
 - On-time is defined as the vehicle arriving within the pickup window of 30 minutes and arriving at the destination as scheduled. The pickup window is defined as the 30-minute window when the vehicle will arrive. For example, a passenger is provided a pick-up window of 9am-9:30am. The vehicle must arrive between 9am and 9:30am, or it is considered late.
 - A late trip is defined as the vehicle arriving outside the pickup window or not arriving as scheduled to the destination.
 - A very late trip is defined as the vehicle arriving more than 30 minutes past the pickup window or arriving at the destination more than 30 minutes past the pickup window or arriving at the destination more than 30 minutes past the scheduled arrival time.
 - Trips are scheduled with more than one passenger at a time when possible, to achieve maximum efficiency.

8. Bus Drivers (Drivers):

- a. Drivers must be at least 19 years old.
- b. Must possess and maintain a valid class "A" Florida Commercial Driver's License (CDL), including appropriate endorsements, or the ability to obtain within 90 days of employment.
- c. Prior to operating a county vehicle, each driver must pass an FDOT pre-employment physical examination certifying they are physically able to perform the essential functions of the job with or without reasonable accommodations and an updated physical examination record must be submitted every two (2) years. The County is not responsible for any direct cost associated with the initial or renewal physical.
- d. Each driver must pass a pre-employment Drug and Alcohol (D&A) test, per FTA and FDOT requirements, prior to driving or performing any safety sensitive functions. The County is not responsible for any direct costs associated with D&A testing.
- e. Contractor and each driver must comply with all federal, state and municipal requirements for substance abuse testing.
- f. Drivers must possess a current, valid Standard and Child (Juvenile) Cardiopulmonary Resuscitation (CPR) and First Aid certification. Drivers must maintain a valid CPR/First Aid Certification per this section of the Contract at all times and must carry the certification card at all times while performing service for the County.

g. At the time of the execution of this Contract, the County is not charging fares for transit services. Should that policy be modified during the course of this Contract, the Contractor will be provided a minimum of 90-days' notice and will be included in any training pertaining to the collection of fares per County policy, including fare collection equipment use and fare handling.

h. Uniform Requirements:

- All drivers, including trainees, must wear a uniform consisting of a color coordinated shirt and slacks (no jeans or leggings of any color are allowed) which designates them as employee of the Contractor. Jackets and caps as dictated by weather, must comply with uniform standards. County reserves the right to approve all proposed uniforms. The uniform for drivers in-training will consist of a polo shirt in a color approved by the County, dark blue slacks, trousers or knee-length shorts, a high-visibility safety vest and depending on the season, a dark blue jacket with the high-visibility safety vest over the jacket when the driver is outside the County vehicle. The uniform shall consist of a high-visibility polo shirt in a color approved by the County, dark blue slacks, trousers or knee-length shorts, a dark blue baseball type cap (optional) with Contractor logo and depending on the season, a dark blue high-visibility jacket or a high-visibility safety vest over the jacket when the driver is outside the County vehicle. Shoes shall be black and serviceable having flat, nonskid soles. No high-heels, tennis shoes, open-toed footwear (including but not limited to sandals, flip-flops, crocs) will be allowed while on duty. Tee shirts and tank tops are prohibited. No driver shall wear or display any insignia, patch or emblem other than those supplied by the Contractor and approved by the County.
- The Contractor shall ensure drivers adhere to the dress code and take appropriate action if a driver fails to comply with the dress code. Drivers will not be permitted to operate a vehicle without approved uniform.
- Each driver shall wear a photo ID badge, supplied by the County, to be worn on the shirt blouse, or jacket in a manner that is visible to passengers at all times. The badge will state the Contractor's name, driver's name and "Contractor". All drivers are provided with such badge after successful completion of the driver test. The badge is to be worn on the upper left side of their uniform hanging from their collar.
- County reserves the right to request removal of a driver from service for noncompliance of the dress code.
- Drivers are required to have an accurate clock or watch (accurately set daily) displaying hours and minutes and in clear sight during the operation of any County vehicle. The clock or watch must be synchronized with the Global Clock. Neither the County vehicle clock nor a cellular phone are acceptable timepieces. Each driver shall verify the time with dispatch at least twice every shift, preferably during pre-trip inspection or during shift change and upon returning from a scheduled break.
- Drivers will be required to be in uniform and must maintain a clean and professional appearance. A professional, courteous demeanor is required at all times. Uniforms are to be provided by the Contractor as agreed upon by the Contractor and the County Transit Operations Manager. Approval of uniform will not be unreasonably withheld by the County Transit Operations Manager. All drivers shall wear photo identification cards or badges indicating their name and company.
- Drivers must wear a high visibility rain jacket anytime outside the vehicle during adverse weather. County is not responsible for the direct costs associated with uniform requirements.
- During emergency evacuation preparation and response, Drivers must wear approved uniform and in adverse weather conditions, a high visibility safety rain jacket when outside the vehicle. Uniform items will not be provided by the County.
- During emergency evacuation preparation and response, Drivers must be able to assist passengers with carrying items on and off the County vehicle. Items may include, but not limited to, luggage, food/water, pet crates and animal care products.
- Bus Drivers shall be required to be in uniform, courteous, cleanliness and passenger assistance is a priority.
- All drivers must be able to speak and understand English, and drivers must be proficient in writing English to successfully complete all paperwork required for this Contract, including but not limited to, trip logs and safety event reporting.
- Drivers must be physically able to perform all duties and tasks required or necessary to achieve full performance of the Contractor's obligations:
 - Assist passengers in getting on and off vehicles
 - Securing mobility devices
- Drivers are prohibited from engaging in unprofessional behavior while operating a County vehicle, with or without passengers onboard, to include, but not limited to, smoking, vaping, eating, drinking, use of cellular and other wireless devices, and improper hygiene.

- Drivers must be able to lift, pull and push 50 pounds; assist passengers in manual wheelchairs and operate ADA ramps per manufacturer specifications.
- Drivers are to comply with AM/FM radio policy while vehicle is in service.

9. Driver Training Requirements:

- a. Safety and Training Staff: The Safety and Training team provided by the selected Contractor will administer and enforce safety measures for all service vehicles utilized in delivering public transportation service. This team will be categorized as safety-sensitive personnel and will be maintained with at least a minimum of one (1) Safety Supervisor available to cover all shifts of service vehicles.
- b. The Safety and Training staff will carry out the following safety-sensitive duties in compliance with FDOT, Department of Transportation (DOT) and FTA standards as follows:
 - Administer all safety protocols, including training, monitoring, tracking and documentation of training records. Compliance shall be monitored by Charlotte County personnel on a random basis.
 - Submit all training documentation, certifications, and safety programs to County management for review and approval as requested.
 - Provide all updates and/or changes to training, certification, and safety policies or procedures to County management for review and approval.
 - Employ and maintain an appropriate number of full – or part-time qualified drivers to meet the demands of the contract.
 - Monitor drivers for safe vehicle operation and compliance with training, including Techniques for Assisting Passengers.
 - Conduct driver performance reviews, annually at minimum, to include safety and customer service.
 - Schedule monthly safety meetings, with at least ten (10) safety meetings per calendar year, providing County management a minimum of four weeks' advance notice for any scheduled meeting. County management reserves the right to attend any or all safety meetings as an observer. Upon request by the County, the Contractor shall provide County a copy of the sign-in sheet within two (2) business days of the request.
 - Drivers must be fully trained for defensive driving, passenger sensitivity, passenger assistance and equipment operation.
 - Drivers shall secure all mobility aides and offer additional passenger securements to prevent injuries and damage.
 - Driver training shall be the responsibility of the Contractor.
 - Drivers shall complete a walk around inspection at pre trip and post trip and shall note any vehicle defects. If a Bus Driver finds an unsafe mechanical condition, it shall be reported immediately to County.
- c. Bus drivers must be fully trained for defensive driving, passenger sensitivity, passenger assistance and safe equipment operation. Bus drivers are required to secure all mobility aides and recommend passengers are secured to prevent injuries and damage. Bus driver training shall be the responsibility of the Contractor.
- d. Bus drivers must complete a pre-trip and post-trip inspection utilizing the MDT and software provided by the County. In the event that the MDT and software is not available, the County will provide paper inspection forms for completion. Any defects must be noted on the inspection. If a bus driver finds an unsafe mechanical condition or any other safety related matters, it must be reported to the County Transit Operations Manager or his/her designee immediately.
- e. All County vehicles are to be fully fueled at the end of service at a location as determined by the County, unless otherwise directed by County.
- f. Drivers are required to disinfect as needed, remove all trash from the County vehicle, sweep, vacuum, mop (if needed) daily at the end of service. Contractor must provide paper towels, disinfectant wipes and/or disinfectant spray, brooms, vacuum and mop for driver use. These items may be kept in a secure, agreed upon location in the County facility. County will not be responsible for the direct costs of procuring the cleaning items included in this section.
- g. Drivers must be trained by Contractor in utilizing a biohazard kit provided by the County. Any contaminants (i.e. bodily fluids, oil, fuels) must be reported to County immediately as County vehicle will be taken out of service until the interior is thoroughly cleaned before being put back into service. County will be responsible for the removal of contaminants.
- h. Drivers are required to notify County Transit Operations Manager or his/her designee of any foreign matters and suspicious items left behind and disposed of according to the County Lost and Found procedure.

- i. The interior of each vehicle must be inspected throughout daily service for passenger items, food, trash, suspicious items.
- j. Items left behind by passengers must be reported daily per the lost and found procedure.
- k. Failure to maintain a clean vehicle or report any damages may result in removal of employee from service under the terms of this Contract.
- l. Contractor shall adopt the provisions of the County's Public Transportation Agency Safety Plans (PTASP) as described in 49 U.S.C. 53 and 49 CFR Part 673. The PTASP will include all required components of the System Safety Program Plan (SSPP). Contractor shall issue the PTASP to all safety-sensitive employees. Safety-sensitive employees must read, acknowledge receipt of and follow the PTASP. The PTASP is updated annually at minimum by the County. Any revisions to the PTASP will be submitted to the Contractor prior
- m. Contractor shall establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655 which shall be agreed upon and approved by the County.
- n. Contractor shall prepare and distribute to all drivers and safety-sensitive personnel, a Driver Manual which shall be agreed upon and approved by the County.

10. Compliments and Concerns:

- a. Compliments and Complaint (concerns) by passengers and/or general public relating to drivers and/or operation of a county vehicle, are initially received by the County and documented in a shared format with the Contractor. County will initiate all remediation in consort with the Contractor.
- b. County may provide a detailed description of any Compliments or Concerns, including message recording, images, and any other necessary documents to Contractor as deemed appropriate by the County.
- c. Drivers who receive compliments and/or concerns, are required to report a detailed description to the County prior to the end of daily service.
- d. It is the responsibility of the Contractor to evaluate the concerns in a timely manner.
- e. Safety-related concerns must be evaluated the same business day, and a resolution provided the same business day. If there is a delay for any substantiated reason, the Contractor must notify County immediately.
- f. Non-safety related concerns must be evaluated and resolved within one business day.
- g. The Contractor will remove any employee, who in the opinion of the County Transit Operations Manager or designee violates the policies contained herein, or for any other substantial reason.
- h. Contractor agrees to interview all interested current contracted drivers and give hiring priority to those individuals whose skills and abilities would assist in providing a continuity of service to transit patrons.

11. Vehicle Inspections:

- a. The Contractor will ensure that all drivers properly complete and report body and mechanical defects on any vehicle. The Vehicle Pre-Trip inspection shall be completed on the MDT utilizing the County's software each day for each vehicle and completed by the driver to indicate that he/she has checked the vehicle for body and mechanical defects and that the vehicle is road worthy prior to commencement of the driver's first run of the day.
- b. A post-trip inspection is prepared by the driver at the completion of the vehicle route for the same day.
- c. In the event of a disaster or loss of internet connectivity, the County will provide drivers with paper pre-trip and post-trip inspection sheets. County will provide Contractor the paper inspection sheet to be used for training purposes.

12. Safety Program:

- a. A Safety and Training team provided by the selected Contractor will administer and enforce safety measures for all service vehicles utilized in delivering public transportation service. This team will be categorized as safety-sensitive personnel and will be maintained with at least a minimum of one (1) Safety Supervisor available to cover all shifts of service vehicles.
- b. Contractor will provide County a written safety and security program to be maintained by the Contractor. Program shall include at minimum, safety policies and practices, accident procedures and reporting requirements, and other training materials. Program to be approved by the County. County will conduct an annual System Safety review of the Contractor to comply with the safety requirements of FAC Chapter 14-90, federal and state requirements. The Contractor's documented safety program shall include the minimum following requirements:
 - Accident Response Plan

- Accident Review Process and Analysis, to include detailed disciplinary actions
 - Determination of an accident as preventable or non-preventable, utilizing the National Safety Council (NSC) guidelines
 - Employee Retraining Provisions
 - Driver Incentive Provisions
 - Programs and methods to be utilized to promote safety awareness
 - Employee training and required certifications
 - Hurricane, Pandemic, and/or Natural Disaster Plan
 - Continuity of Operations Plan
- c. Conduct mandatory monthly safety meetings for all drivers. In addition, driver meetings shall include an opportunity for drivers and supervisors to interact with each other and various County staff members who are part of the operations team, including County Safety Coordinator, Contract Manager and/or County Transit Operations Manager or his/her designee. Upon request, the Contractor shall provide the County with a completed sign-in sheet and a written summary of the meeting agenda.
- d. Contractor shall have an accident policy in place upon commencement of the contract which will be provided to the County. The Contractor's accident policy shall be delivered to County upon request and shall at a minimum replace any Driver from service upon having two (2) accidents caused by said Driver under the terms of this Contract. No Driver having met or exceeded these thresholds will be able to drive a county vehicle.

13. Safety Events:

- a. Contractor will include a communication plan for drivers to abide by at the time of an accident or incident. Communication plan shall be included with Contractor's accident policy and agreed upon by the County.
- b. Contractor will ensure a safety supervisor employee responds to all accident scenes within sixty (60) minutes of the occurrence.
- c. All safety events, accident or incident, involving a rider/passenger, with or without bodily injury or property damage, must be reported via email to the County Transit Operations Manager or his/her Designee, immediately but no more than two (2) hours after the occurrence.
- d. Contractor must submit a written report, including FTA drug and alcohol testing determination forms shall be submitted to the County Transit Operations Manager or his/her designee within 24 hours. Contractor must comply with all Federal and State requirements related to post-accident D&A testing. County will not be responsible for costs associated with post-accident D&A testing, including expenses for testing, or driver hour(s) from the time of the accident up until the driver is returned to service.
- e. A police report must be submitted within seven (7) business days of the safety event.
- f. County will be responsible for reporting safety events to FDOT and FTA, as applicable.
- g. A summary of monthly accident and incident occurrences shall be part of the monthly report provided by the Contractor.
- h. Accident Reports:
- An accident is defined as an event that causes damage to a vehicle, individual, or property while the vehicle is in motion.
 - The Contractor shall provide written documentation for any vehicle accident. County will receive written copies of accident reports within 24-hours of occurrence.
 - Every accident involving a passenger, with or without bodily injury or property damage, must be reported to County immediately but no later than two (2) hours after the occurrence. A written report must be provided to the County within 24 hours, and a full report, including photographs and police report must be submitted to County within seven (7) business days of the accident. The Contractor must have a supervisor respond to the accident within 60 minutes, and response time must be indicated as part of the report to County. A summary of monthly accident occurrences shall be part of the monthly report provided to the County.
- i. Incident Reports
- An Incident is defined as an event that causes damage to a vehicle, individual or property, which does not fall under the definition of an accident.

- The Contractor shall immediately report all incidents including any unusual occurrences or conflict with a passenger or other person(s) to County. Full reports on the reported incident and all aspects of the investigation are to be provided to the County weekly. A summary of monthly incidents shall be a part of the monthly reports submitted to the County.

14. Reporting:

- The Contractor will provide quarterly personnel reporting including a listing of all employee positions by department and classification providing service to the County under the terms of this Contract, as well as information on position vacancies and required positions. The Contractor will also provide a quarterly listing of all employees in training.
- The Contractor shall provide Charlotte County with monthly updates of Driver Rosters. Each roster entry shall indicate at a minimum: driver's name, address, date of birth, date of hire, copy of new hire's job application, driver's license number, expiration date, training dates, latest D&A test date, and CPR/First Aid certification expiration date, and Motor Vehicle Record (MVR) review date. The roster shall not be emailed to the County. It is understood that failure to comply with any background screening or training requirements listed above or failure to submit any required certification or documentation shall be considered non-performance. The Contractor must conduct checks and administer oversight to ensure that all driver requirements are met subject to the following standards and penalties.
- The Contractor will provide the following monthly reports, at minimum, to the County:
 - On-Time Performance reports
 - Summary of monthly accident occurrences
 - Complaint (concern) resolutions
 - Total weekday passenger trips (ambulatory and wheelchair)
 - Total Saturday passenger trips (ambulatory and wheelchair)
 - Total no-shows
 - Weekday vehicle miles (revenue, deadhead, total)
 - Saturday vehicle miles (revenue, deadhead, total)
 - Weekday vehicle hours (revenue, deadhead, total)
 - Saturday vehicle hours (revenue, deadhead, total)
- County shall have full access to all Contractor records related to the performance of this Contract. Full cooperation shall be provided from the Contractor for the County monitoring program. County's direct involvement in the day-to-day operations of the service under the terms of this Contract shall include contract compliance oversight and quality control. County may conduct unannounced periodic inspections to determine whether the operations meet the required specifications. Additional quality surveys and monitoring may occur using a "mystery rider" program under the direction of the County.
- Other additional reports may be required during the term of this Term Contract.
- Contractor is also required to provide monthly updates of Driver Rosters. Each roster entry shall, at a minimum, include driver's name, address, date of birth, a criminal background check prior to employment, date of hire, driver's license number, expiration date, training dates, latest D&A test date, CPR/First Aid certification expiration date and latest MVR review date. This report shall not be emailed to the County.

15. Disadvantaged Business Enterprise (DBE):

- The state's Disadvantaged Business Enterprise (DBE) program provides guidance to grantees on the use of overall and contract goals, requires DBE provisions to be included in subcontracts, evaluates DBE participation where specific contract goals have been set, sets reporting requirements and addresses replacement of DBE subcontractors.
- The County will be responsible for submission of all the reports for the DBE program. The Contractor will be responsible for monitoring subcontractors, reporting DBE participation, and submitting required forms as provided or required by the County to ensure DBE compliance.

16. Record Retention: The Contractor shall maintain, in compliance with Florida Statutes and other applicable law, all documents, books and records created or transmitted in the course of providing services under the Contract for a period of five (5) federal fiscal years (October – September) following expiration or termination of the Contract, or such period as may be required by applicable law, whichever is longer. Such documents, books, and records shall be available for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. All data related to providing this service is considered property of the County and is limited to the data

and records generated or transmitted as a result of providing services within the scope of services. County shall have access to all operating data for the services provided under the scope of services of this Contract, at all times. The Contract shall open or provide all records and data relative to this Contract for inspection upon request.

17. Video Recording System: The County will provide a remotely accessible video recording system on all vehicles with a minimum storage capacity of 30 days. County will provide Contractor remote access to monitor the County video recording system for Contractor to monitor customer service, safety matters and driver compliance.

18. County Property:

- a. Two-way radios, tablets and vehicles are County-owned property and are to be returned to the designated area within the County office at the end of each shift or upon termination. Contractor will be responsible for the actual replacement cost of any County owned property not returned under the terms of this Contract.
- b. County vehicles are not to be parked at a residence, including driver's home, for any reason, including assigned breaks.
- c. Video recording system access provided to the Contractor will be independently assigned user credentials and is not to be shared.
- d. A two-way radio is assigned to each vehicle by County. Unless otherwise notified by County, drivers are to only use the two-way radio assigned to the daily assigned vehicle.
- e. Contractor will be assigned a two-way radio, battery and charging dock to monitor radio activity of drivers. The radio is not to be shared and should only be used by the assigned employee.
- f. A tablet is assigned to each vehicle by County. Unless otherwise notified by County, drivers are to only use the tablet assigned to the daily assigned vehicle.
- g. Any deviation from this policy, may be considered theft and reported immediately to the authorities.

19. Surveys: Drivers will be required to display any County related survey and/or flyers in the assigned bus for the designated period of time as directed by the County Transit Operations Manager or his/her designee. Driver may be required to participate in onboard survey taking by other County departments by hosting other County personnel onboard.

20. Emergency/Disaster Response:

- a. The Contractor shall follow the County's Emergency Transportation Plan. This Plan is reviewed and updated as needed, or annually at minimum. The Plan will be provided to the GM assigned to this Contract to be used to aid in planning for emergency/disaster situations and is to be kept confidential.
- b. The Contractor shall provide a minimum of forty (40) approved drivers to work on rotating shift scheduled in order to assist with emergency evacuation procedures prior to and demobilization immediately post emergency as directed by the County Transit Operations Manager or his/her designee. This schedule shall be maintained upon declaration of a state of emergency or as required by the Transit Operations Manager or his/her designee.
- c. The Contractor and Transit Operations Manager or his/her designee shall meet at minimum twice per day during declared emergencies.
- d. Drivers assigned to emergency/disaster preparedness and response service, must be trained per the requirements of this Contract. Contractor shall provide County the documentation of training fulfillment for each driver assigned to emergency/disaster preparedness and response.
- e. Contractor shall prepare and provide the drivers' schedule for evacuations and demobilization of shelters and other emergency/disaster situations as determined by the County Transit Operations Manager or his/her designee.
- f. The Contractor shall provide emergency evacuation procedure safety training to the drivers at minimum annually. County staff shall be able to attend emergency safety trainings. Contractor shall provide County the disaster safety training program upon request.
- g. Emergency evacuation procedure safety training to be provided in conjunction with County staff.
- h. Contractor shall provide the County at least 4 weeks' notice of emergency evacuation procedure safety training.

21. Invoicing: Contractor shall provide the County a monthly invoice only for hours worked at the agreed upon rate, referenced herein. Payment for drivers shall be calculated from the driver daily manifest which will be reconciled with a time clock or other timekeeping software report provided with monthly Invoice. There should not be more than 15-minute variance from the driver schedule provided by the Contractor. Any revisions to the driver schedule must be provided to the County ahead of time. It will be the responsibility of the Contractor to provide a time clock or timekeeping software. County will not be responsible for maintaining time clock or timekeeping software.

22. Billing and Payment: The Contractor acknowledges that each billing must be reviewed by the Transit Operations Manager or his/her designee. Should the Transit Operations Manager or designee determine that the billing is not commensurate with services performed, work accomplished, or hours expended, the Contractor shall adjust billing accordingly. However, the Contract shall be entitled to payment of any portion of a billing not in dispute. The County shall pay the Contractor's monthly billing in accordance with Sections 218.70 through 218.80 Florida Statutes.

23. Performance Standards:

- a. Monitoring of performance standards shall be conducted by County and/or its agents based upon a review of reports submitted by the Contractor as well as upon independent studies. Upon request, County staff will meet with the Contractor to discuss the performance of the operations, including these standards and discuss ways in which County can help the Contractor improve performance.
- b. The County may conduct unannounced ride checks to ensure compliance at any given time.
- c. The Contractor, shall perform on-street monitoring of actual trips, which shall include, but not limited to:
 - Spot Inspections:
 - Knowledge of service area and routing
 - Driver assistance
 - Driver appearance
 - Vehicle appearance
 - Wheelchair lift condition and operation
 - Wheelchair and other mobility aids securement systems condition and use thereof
 - Safety equipment
 - Driving habits
 - Compliance with Florida motor vehicle regulations
 - On-Time performance (OTP) (defined as the vehicle arriving within the 30-minute pickup window and arriving at the destination as scheduled. The pick-up window is defined as the 30-minute window when the vehicle will arrive. For example, passenger is provided a pick-up window of 8:00am – 8:30am. The vehicle must arrive between 8:00am and 8:30am or it is outside the window and not on time.) County expects at least a 95% OPT of each driver on a weekly basis. Contractor is responsible for maintaining OTP. Each driver's OTP measurements are monitored by the County and performance will be discussed as part of the monthly meetings between the County and Contractor.
- d. The Contractor shall report on, and will be expected to meet the following performance standards:
 - Preventable Collision Accidents/100,000 Revenue Vehicle Miles (RVM) – Standard: Less than 0.5 per 100,000 RVMs
 - Passenger per Revenue Vehicle Hour (RVH) – Standard: consistent with or improving upon previous year reporting
 - Preventable Passenger Accidents/100,000 RVM – Standard: less than 0.3 per 100,000 miles
 - Customer Complaints/1,000 Passenger Trips – Standard: no more than two first time complaints per week, or eight per month and no more than one repeat complaint per week, or four per month
 - Preventable No-Shows/All Passenger Trips – Standard: less than 1% preventable no-shows
 - On-Time Performance/All Passenger Trips – Standard: 95% on time trips
 - Very Late Trips – Standard: 0% very late trips

24. Additional Contractor Requirements:

- a. Contractor shall perform all services requested and described in the documents constituting this agreement and shall perform all services in strict accordance with the provisions in these documents. The Contractor shall perform all services in a professional manner, technical skill, expertise and special knowledge, as represented to the County to be possessed by the Contractor.
- b. Contractor shall certify that it is aware of and shall comply with all Federal, State and Local laws, rules, regulations, guidelines, plans and policies applicable to the provision of service under this contract, including but not limited to, Transit Passenger Rules & Regulations as amended.
- c. Contractor shall comply with the requirements and standards of FTA Circular 4220.1G "Third Party Contracting Requirements" dated Rev. 4, March 18, 2023, as amended.
- d. Contractor shall provide employees that are adequately trained and project an image that at all times is professional and courteous.
- e. Contractor shall display comment cards and signage provided by County in areas designated by the Transit Operations Manager. Other signage and brochures as prescribed funding agencies and the County shall also be displayed or distributed as directed by the Transit Operations Manager.

25. Road Calls: County will be responsible for responding to and reporting Road Calls to Federal and State agencies.

26. Independent Contractor Status: The Contractor is an independent entity and not an employee, servant, agent, partner or a joint venture of the County. Persons employed by the Contractor in the performance of services pursuant to this agreement shall not be considered employees of the County, shall be independent thereof and shall have no claim against the County as to pension, worker's compensation, unemployment compensation, insurance, salary, wages, or other employee rights.

27. Standards, Enforcement and Remedies: The Contractor understands and agrees to comply, as required by law, with the labor protection standards set forth in 49 U.S.C. 5333b and the January 3, 2011, Unified Protective Arrangement of the U.S. Department of Labor. Monitoring of performance standards shall be conducted by the County based upon a review of reports submitted by the Contractor as well as independent studies.

28. Audit Requirements: The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this agreement which shall be available and accessible at the Contractor's office for the purpose of inspection, audit and copying during normal business hours by the County (Monday through Friday 9 a.m. to 5 p.m.), or any of its authorized representatives. Such records shall be maintained for a minimum of five (5) years after the completion of the services. Prior to destruction of any records, the Contractor shall notify the County and deliver to the County and records the County requests. All such records shall be subject to the provisions of Florida's Public Records Law, F.S. Section 119, and any applicable exemptions.

29. No Assignment: This Agreement or any interest herein, shall not be assigned, transferred, subleased, subcontracted or otherwise encumbered, under any circumstances by the Contractor without the prior written consent of the County. Further, no portion of this Agreement may be performed by subcontractors or sub-consultants without prior written notice to, and approval of such action by the County.

30. References: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope on the attached Reference form. Each reference shall include a project description, project location, name and phone number of contact person, total project amount and completion date. The County reserves the right to contact references.

31. Costs: Proposals must be on a cost per hour basis to provide services referenced herein and shall be included with the submittal. All hours paid to the Contractor shall be paid at the contract prices.

32. Six (6) Month Review: Charlotte County will conduct a review after the first 6 months of an executed contract to determine whether the metrics set forth are appropriate and whether the ability of the contractor to perform will reasonably be realized over the first year of the contract. Any revisions based on the 6-month review will be written into a contract amendment.

The County shall decide all questions and disputes which may arise relative to the interpretation of the specifications, other bid documents, prosecution and fulfillment of the Contract, and as to the character, quality, amount and value of any work done and materials furnished, under or by reason of the Contract.

33. Transition: Contractor will provide County a transition period plan for the period between Award and Start date of contract with the submittal, to include but not limited to, completion of required driver pre-employment training and all other driver and safety-sensitive employee pre-employment requirements as required by the County and outlined herein. Proposed costs shall be submitted as an hourly rate.

In the event of termination, non-renewal or expiration of the Contract for any reason, Contractor shall support County transition efforts to maintain level of service whether transition is to a County operated service or another vendor.

END OF PART II

PART III FEDERAL PROVISIONS

In addition to the General Terms and Conditions the following Federal clauses will apply to all contracts awarded as a result of this solicitation. Additional information related to Federal Transit Administration requirements can be found at www.fta.dot.gov. For the purposes of this Attachment, "Purchaser" refers to Charlotte County; "Contractor" refers to the bidder or proposer.

1. No Federal Government Obligation to Third Parties.

Authority - FTA Master Agreement FY2020 at Section 3(I)

Applicability - all contracts

The Recipient 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

2. Program Fraud and False or Fraudulent Statements and Related Acts.

Authority - 49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001 and 49 C.F.R. part 31, FTA Master Agreement at Section 39(b)(2). Applicability - all contracts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Project is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on any project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs regardless of whether the project is related to this Contract or another agreement with FTA, and also applies to subcontractors at any tier. "Knowledge," as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a

criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change.

The Contractor agrees to include the above 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.

Flow Down Requirements - The Program Fraud clause extends to all contractors and their subcontracts at every tier who make, present, or submit covered claims and statements.

3. Access to Records and Reports.

Authority - 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333 and 49 C.F.R. part 633, 49 CFR part 625, 49 CFR part 630, FTA Master Agreement FY2020 at Sections 8(c)(1) and 20.

Applicability - all contracts

- a. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Contractor is notified that the Authority may be subject to the Single Audit Act, set forth in 2 CFR Part 200, Subpart F – Audit Requirements, as amended.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.
- e. Contractor agrees to comply with FTA regulations, "Transit Asset Management; National Transit Database," 49 C.F.R. parts 625 and 630, as applicable, and follow applicable federal guidance.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

4.

Authority – FTA Master Agreement (25) at Section 9(c)(1)

Applicability – all contracts

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, Super Circular 2 CFR Part 200 and FTA Circular 4220.1G as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

5. Civil Rights (Title VI, EEO, ADA).

Authority – Appendix II to Part 200, FTA Master Agreement FY2020 at Section 12(b)-(d), FTA Best Procurement Practices Manual

Applicability - all contracts

The Contractor is an Equal Opportunity Employer. As such, the Contractor agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.
 3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.
 4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it, the FTA, FDOT or the U.S. DOT may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under the Contract until the Contractor complies and/or cancellation, termination or suspension of the Contract, in whole or in part.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier. In all solicitations made by the Contractor and all subcontractors, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status and that these same obligations extend to any subcontractor, supplier or lessor.

6. Incorporation of Federal Transit Administration (FTA) Terms.

Authority – FTA Master Agreement (25) at Section 3(i)(5)

Applicability - all contracts

All contractual provisions required by FTA, as set forth in FTA Circular 4220.1G and the Super Circular 2 CFR Part 200, 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 State requests, which would cause the State to be in violation of the FTA terms and conditions.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

7. Energy Conservation.

Authority - 42 U.S.C. 6321 et seq. and 49 C.F.R. part 622, subpart C

Applicability - all contracts

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

8. Termination Provisions.

Authority - 2 C.F.R. § 200.339 and 2 C.F.R. part 200, Appendix II (B), FTA Master Agreement at Section 16(d)(2)

Applicability – all contracts

For all contracts in excess of \$10,000, termination provisions are referenced in Section IV. **Term of Contract and Termination** of the Contract under Section IV of this solicitation package. These termination provisions address termination for cause and for convenience by the non-federal entity and includes the manner by which it will be effected and the basis for settlement.

Flow Down Requirements – For all contracts in excess of \$10,000, the Termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier..

9. Government-Wide Debarment and Suspension.

Authority - 2 C.F.R. part 180, 2 C.F.R. § 180.300, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2

C.F.R. part 200 Appendix II (I), Executive Order 12549 and Executive Order 12689, FTA Master Agreement FY2020 at Section 4(h), FTA Best Procurement Practices Manual

Applicability - All contracts over \$25,000

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;

- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the Contractor. If it is later determined by the Purchaser that the bidder or Bidder knowingly rendered an erroneous certification, in addition to remedies available to the Contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Bidder agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Flow Down Requirements - Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

10. Provisions for resolution of disputes, breaches, or other litigation.

Authority – FTA Master Agreement FY2020 at Section 39(b)(1)-(2).

Applicability – all contracts

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Authority. The Contractor must include a similar notification requirement in its subcontracts at every tier for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

Flow Down Requirements - The Contractor must include a similar notification requirement in its subcontracts at every tier for any agreement that is a “covered transaction” according to 2 C.F.R.

§§ 180.220 and 1200.220.

11. Lobbying Restrictions.

Authority - 31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (I) and 49 C.F.R. part 20, appendix A, FTA Master Agreement FY2020 at Section 4(c)

Applicability - All contracts over \$100,000

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

B. 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.

C. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5). 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 clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Flow Down Requirements - The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

12. Clear Air

Authority - 42 U.S.C. 7401–7671q and FTA Master Agreement FY2020 at Section 16(d)(7)

Applicability - All contracts over \$150,000

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Flow Down Requirements - The Clean Air Act requirements flow down to all subcontracts over

\$150,000 at every tier.

13.

Authority - 33 U.S.C. 1251–1388, the Federal Water Pollution Control Act 33 U.S.C. 1251-1387, as amended, FTA Master Agreement FY2020 at Section 16(d)(7)

Applicability - All contracts over \$150,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Flow Down Requirements - The Clean Water requirements flow down to all subcontracts over

\$150,000 at every tier.

14.

Authority – Appendix II to Part 200, 40 U.S.C. §§ 3701-3708 and 29 C.F.R. part 1926, FTA Master Agreement FY2020 at Section 16(d)(5), FTA C 4220.1G at Appendix D

Applicability - Contracts over \$100,000 that involve the employment of mechanics or laborers.

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 this clause 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 this clause.

The FTA 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 this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this agreement.

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

15. Public Transportation Employee Protective Arrangements.

Authority - 49 U.S.C. § 5333(b) ("13(c)") and 29 C.F.R. part 215, FTA Master Agreement FY2020 at Section 24(d)

Applicability - Each contract for transit operations performed by employees of a Contractor recognized by FTA to

be a transit operator.

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

A. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

B. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

C. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

16. Charter Service Operations.

Authority - 49 U.S.C. 5323(d) and (r) and 49 C.F.R. part 604, FTA Master Agreement FY2020 at Section 28

Applicability – all transit operations contracts involving FTA funding under 49 USC 5307, 5309, 5311 or 5316 funds

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients 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 as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

Flow Down Requirements - The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

17. School Bus Operations.

Authority - 49 U.S.C. 5323(f) and 49 C.F.R. part 605, FTA Master Agreement FY2020 at Section 29

Applicability - Contracts for operating public transportation service.

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus

operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing. If Contractor violates this School Bus Agreement, FTA may:
 1. Bar the Contractor from receiving Federal assistance for public transportation; or
 2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Flow Down Requirements - The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

18. Drug and Alcohol Testing - Substance Abuse Requirements.

Authority - 49 U.S.C. § 5331, 49 C.F.R. part 655 and 49 C.F.R. part 40.11(c), FTA Master Agreement FY2020 at Section 35, FTA C 4220.1G at Appendix D

Applicability – all transit operations contracts

Third party contractors who perform safety-sensitive functions must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

- 1) Operating a revenue service vehicle, including when not in revenue service;
- 2) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- 3) Controlling dispatch or movement of a revenue service vehicle;
- 4) Maintaining (including repairs, repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
- 5) Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

The Contractor agrees to comply with the following Federal substance abuse regulations:

- (A) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182,
- (B) Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

The Contractor shall establish an anti-drug use and alcohol misuse program that includes the following:

- (A) A statement describing the employer's policy on prohibited drug use and alcohol misuse in the workplace,

including the consequences associated with prohibited drug use and alcohol misuse. This policy statement shall include all of the elements specified in §655.15. Each employer shall disseminate the policy consistent with the provisions of §655.16.

- (B) An education and training program which meets the requirements of §655.14.
- (C) A testing program, as described in Subparts C and D of this part, which meets the requirements of this part and 49 CFR Part 40.
- (D) Procedures for referring a covered employee who has a verified positive drug test result or an alcohol concentration of 0.04 or greater to a Substance Abuse Professional, consistent with 49 CFR Part 40.

Flow Down Requirements -The Substance Abuse requirements flow down to all third party contractors at every tier who perform a safety-sensitive function for the Purchaser.

19. Disadvantaged Business Enterprises (DBEs).

Authority - 49 C.F.R. part 26, 49 C.F.R. § 26.13(b), FTA Master Agreement FY2020 at Section 12(e)(4)(ii), FTA C 4220.1G at Appendix D

Applicability - all contracts

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 and with section 1101(b) of SAFETEA LU, 23 U.S.C. §101.

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 FTA-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 Purchaser deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph. The successful Bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Flow Down Requirements - The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. Note that it is the Contractor and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the Purchaser to make sure it intervenes to monitor compliance. The onus for compliance is on the Contractor.

20. ADA Access.

Authority – 49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101, FTA Master Agreement FY 2020 at Section 12(h), FTA C 4220.1G at Appendix D-3.

Applicability – all contracts

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of sections 503 and 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) 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; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (10) Any implementing requirements FTA may issue.

Flow Down Requirements - This section applies to subcontractors at all tiers.

21. Veterans Preference.

Authority – 49 USC § 5325(k), FTA Master Agreement FY 2020 at Section 16(u)

Applicability – all contracts

To the extent practicable, the Contractor agrees to give a hiring preference to veterans (as defined in 5 USC § 2108) who have the skills and abilities required to perform construction work required for a capital project supported with funds made available or appropriated for 49 USC chapter 53; provided, however, the Contractor may not give a hiring 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.

Flow Down Requirements – None.

22. Motor Carrier Safety

Authority - FTA Master Agreement, FY2020 Section 33 Applicability - all contracts

Contractor agrees that it will comply with the applicable economic and insurance registration requirements of the:

- (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 C.F.R. part 387, if it is engaged in operations requiring compliance with 49 C.F.R. part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone;
- (2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311;
- (3) The safety requirements of U.S. FMCSA regulations, "Federal Motor Carrier Safety Regulations," 49 C.F.R. parts 390 – 397, to the extent applicable; and
- (4) The driver's license requirements of U.S. FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 C.F.R. part 383, and "State Compliance with Commercial Driver's License," 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Controlled Substances and Alcohol Use and Testing," 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

23. Safe Operation of Motor Vehicles.

Authority - FTA Master Agreement, FY2020 Section 34(a)(2) and (b)(iii)

Applicability - all contracts

Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company owned" and "company-leased" refer to vehicles owned or leased either by the Contractor. Contractor is further encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied

by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement. Contactor is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

24. Protection of Sensitive and Personally Identifiable Information

Authority - FTA Master Agreement, FY2020 Section 36(c), US DOT Common Rules

Applicability - all contracts

Contractor must implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

25. Trafficking in Persons

Authority - Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); FTA Master Agreement FY 2020 at Section 4(f)

Applicability - all contracts

Contractor agrees that it and its employees that participate in the Contract, may not: Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect, Procure a commercial sex act during the period of time that the Contract is in effect, or Use forced labor in the performance of the Contract or subagreements thereunder. Violation of this provision provides Purchaser the right to unilaterally terminate the Contract.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

26. Federal Tax Liability and Recent Felony Convictions

Authority - 2019 Pub. L 116-6; FTA Master Agreement FY 2020 at Section 4(g), DOT Order 4200.6.

Applicability - all contracts

By submitting a bid or otherwise attempting to enter into a contract with the Purchaser, the undersigned Contractor certifies that it:

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

27. Construction Site Safety

Authority - Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40

U.S.C. § 3704, 40 U.S.C. § 3701 et seq.; U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 C.F.R. part 1904; "Occupational Safety and Health Standards," 29 C.F.R. part 1910; and "Safety and Health Regulations for Construction," 29 C.F.R. part 1926, and FTA Master Agreement FY 2020 at Section 24(a)(4)

Applicability - all construction contracts

The Contractor agrees that it will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in the Project or related activities, including the: (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and (ii) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 C.F.R. part 1904; "Occupational Safety and Health Standards," 29 C.F.R. part 1910; and "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

28. Domestic Preferences for Procurements

Authority - 2 CFR part 200 Appendix II (L); 2 C.F.R. § 200.322 Applicability - all contracts

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

29.

Authority - 2 CFR part 200 Appendix II (K); 2 C.F.R. § 200.216

Applicability - all contracts

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export

Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits Purchaser from procuring or obtaining or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Purchaser any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the Purchaser on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Purchaser

immediately.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

30. FTA Clauses Required when DBE Threshold Has Been Met

Applicability – all contracts where there is DBE Participation

a. Contract Assurance. 49 CFR Part 26.13

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49

C.F.R. part 26.13 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

b. Monitoring the Performance of other Program Participants. 49 CFR Part 26.37

The Purchaser will monitor each DOT funded contract with DBE participation to ensure that all work committed to DBEs at contract award or subsequently (as a result of contract modification) is actually performed by the DBEs to which the work was committed. Site visit will be conducted periodically by staff. Contractor's Request for Payment forms will be monitored to ensure that DBEs are being paid in accordance to their signed agreements.

All Prime Contractors will be required to self-report all payments received from the Purchaser into the B2GNow (Contract Compliance Tracking System). This system tracks payments made to the prime contractor and all payments made by the prime to any subcontractors, to include DBEs, and the timeliness of those payments in accordance to Purchaser's Prompt Payment Clause.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

c. Prompt Payment. 49 CFR part 26.29(a)

Contractors are required to pay all subcontractors for satisfactory performance of their contracts within seven (7) business days from receipt of each payment from the Purchaser. Failure to comply may result in future withholdings of prime contractor's reimbursements and/or other sanctions until the prime contractor ensure all subcontractors are being promptly paid for all work performed.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

d. Return of Retainage. 49 CFR Part 26.29(b), FY2019 FTA Procurement System Review Guide at P11.

Contractor is required to ensure prompt and full payment of retainage to all subcontractors within thirty (30) days after the subcontractor's work is satisfactorily completed. Contractor is prohibited from holding retainage from subcontractors until the project is completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Purchaser. When Purchaser has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

e. Termination for Convenience (DBE). 49 CFR Part 26.53

No prime contractor will terminate for convenience a DBE subcontractor that was listed and agreed to perform a project task (or an approved substitute DBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without prior written consent from Purchaser's Diversity & Equity Program Office.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the prime contractor obtains written consent from Purchaser's Diversity & Equity Program Office; and unless the consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Appropriate administrative remedies will be invoked to any Prime Contractor that terminates and/or removes a DBE firm/s for convenience. Those remedies may include requirement to pay terminated DBE firm/s; withholding of future payments and/or retainage; and/or disbarment from future consideration of project awards with the Purchaser.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

31. Recycled Products

Authority - 42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.323, FTA Best Procurement Practices Manual, FTA C 4220.1G.

Applicability –All contracts over \$10,000 for items designated by the EPA Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part

247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

Other Federal Requirements

The following requirements are not federal clauses, but apply to all contracts except micro- purchases (\$3,500 or less)

Full and Open Competition: In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted

in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications: Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Access Requirements for Persons with Disabilities: Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation: To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress: No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors: Any name appearing upon the Comptroller General's list of ineligible contractors for federally assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Compliance with Federal Regulations: Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1G, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

Real Property: Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency: To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice: Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

Environmental Protections: Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project

include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.S.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data: Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Restrictions: All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201).

In-State Bus Dealer Restrictions: The Recipient agrees that any state law requiring buses to be purchased through in-state dealers will not apply to purchases of vehicles supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, as provided in 49 U.S.C. § 5325(i).

Organizational Conflicts of Interest: The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Project Labor Agreements: As a condition of a third party contract award, the Recipient may require the Third Party Contractor or Subcontractor to have an affiliation with a labor organization, such as a Project Labor Agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements for Federal Construction Projects," February 6, 2009 (74 Fed. Reg. 6985).

Force Account: The Recipient agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

FTA Technical Review: The Recipient agrees that FTA may review and approve the Recipient's technical specifications and requirements to the extent FTA believes necessary to ensure proper administration of the Underlying Agreement.

Relationship of the Award to Third Party Contract Approval: The Recipient agrees that the terms of the Underlying Agreement do not, by themselves, constitute approval of any non-competitive third party contract associated with the Award, unless FTA indicates otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only: Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal OMB Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Uniform Guidance. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted, whereby records must be available for review or audit by appropriate officials of the cognizant Federal agency and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the FDOT. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the FDOT's Contract Audit Bureau, failure to comply with the requirements of the Uniform Guidance may result in suspension or termination of Federal award payments.

Veterans Preference: As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who

have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not 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.

Safe Operation of Motor Vehicles: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company owned” and “company-leased” refer to vehicles owned or leased either by the Contractor.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Catalog of Federal Domestic Assistance (CFDA) Identification Number: The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration: Non-urbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Title 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as Uniform Guidance) agrees to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Uniform Guidance.

END OF PART III

PART IV
TERMS OF CONTRACT AND TERMINATION

Termination for Convenience: The County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the County'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 County to be paid the Contractor. If the Contractor has any property in its possession belonging to County, the Contractor will account for the same and dispose of it in the manner County directs.

Termination for Default [Breach or Cause]: 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, the County may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the County that the 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, the 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.

Opportunity to Cure (General Provision): The County, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from County setting forth the nature of said breach or default, 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 County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

END OF PART IV

PART V
PROPOSAL FORMAT & EVALUATION METHOD

RP-21 RULES FOR PROPOSALS:

A. The proposal must name all persons or entities interested in the proposals as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

B. The following is an excerpt from Charlotte County Resolution #2011-221 and applies to this proposal: **"Any questions regarding a project or submittal shall be directed to the designated person in the Purchasing Division for a response. From the time the notice of request for proposals is published until the contract is awarded, there shall not be any contact between a proposer, agent or other representative and any member of the selection committee, user department, Administration, or any member of the Board of County Commissioners regarding the project or proposal submitted by any proposer. Should any member of the selection committee initiate contact or fail to report any contact, such committee member may be subject to disciplinary action up to and including dismissal. If any proposer, agent or other representative contacts any committee member, user department, Administration or member of the Board of County Commissioners regarding a request for proposals or submitted proposal, the proposer is subject to sanctions up to and including having the County disqualify the firm's submittal."**

C. For your information, the members of the Professional Services Committee for this project are as follows:

Heidi Maddox, Transit Operations Manager, Budget and Administrative Services
Richard Arthur, Fiscal Services Manager, Budget and Administrative Services
Carrie Walsh, Director, Human Services

RP-22 PROPOSAL FORMAT: Firms shall prepare their proposals using the format outlined in the Consultant Evaluation Form on pages 27.

RP-23 EVALUATION METHOD AND CRITERIA:

A. General - The County shall be the sole judge as to the merits of the proposal, and the resulting agreement. The County's decision will be final. **Please note that proposals will be evaluated on content, not bulk.** The County's evaluation criteria will include, but shall not be limited to, considerations listed on **Proposal and Submittal Requirements**. As mentioned in **Proposal Format**, the proposals should be prepared using the format outlined in the Consultant Evaluation Form below.

B. Selection - The Professional Services Committee shall evaluate the proposals submitted. Final approval will be by the Board of County Commissioners.

Award shall be made to the firm that, in the County's judgment, best meets the criteria specified below and which, in the County's opinion, best accommodates the County's needs and interests. The decision shall rest SOLELY with the County and the County reserves the right to modify or reject any proposal submitted to it for consideration. With 100 being a perfect score, submittals will be awarded based on the following formula:

Evaluation Criteria	Maximum Points
A. Qualifications and Experience of Firm and Team Proposed	1-25 Points
B. Understanding and Approach	1-25 Points
C. Reference	1-20 Points
D. Proposed Fee Schedule and Cost	1-30 Points
TOTAL POSSIBLE POINTS	100 Points

Proposals are to be typed on the firm's letterhead, specifically referring to the project and the scope of services, containing all required information. That information is to be submitted electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

RP-25 ANTICIPATED SCHEDULE: The projected schedule of events for this proposal is as follows:

05/02/25 County advertises for proposals
06/02/25 Proposal due date
06/20/25 Professional Services Committee short lists firms

END OF PART V

PART VI - SUBMITTAL FORMS
PROPOSAL SUBMITTAL SIGNATURE FORM

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the County. The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

As Addenda are considered binding as if contained in the original specifications, it is critical that the Consultant acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. _____ Dated _____	Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____	Addendum No. _____ Dated _____

Type of Organization (please check one):	INDIVIDUAL	<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>
	CORPORATION	<input type="checkbox"/>	JOINT VENTURE	<input type="checkbox"/>

Firm Name

Telephone

Fictitious or d/b/a Name

Federal Employer Identification Number (FEIN)

Home Office Address

City, State, Zip

Number of Years in Business

Address: Office Servicing Charlotte County, other than above

Name/Title of your Charlotte County Rep.

Telephone

Name/Title of Individual Binding Firm (Please Print)

Signature of Individual Binding Firm

Date

Email Address

(This form must be completed & returned)

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____
does: (name of business)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

(This form must be completed & returned)

**HUMAN TRAFFICKING AFFIDAVIT
for Nongovernmental Entities Pursuant To FS. §787.06**

Charlotte County Contract #20250384

The undersigned on behalf of the entity listed below, (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I am an officer or representative of the Nongovernmental Entity and authorized to provide this affidavit on the Company's behalf.
3. Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Signature

Printed Name

Title

Nongovernmental Entity

Date

(This form must be completed & returned)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
<input type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text"/> Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/>
* Title: <input type="text"/>	
* SIGNATURE: <input type="text"/>	* DATE: <input type="text"/>

END OF PART VI

(This form must be completed & returned)

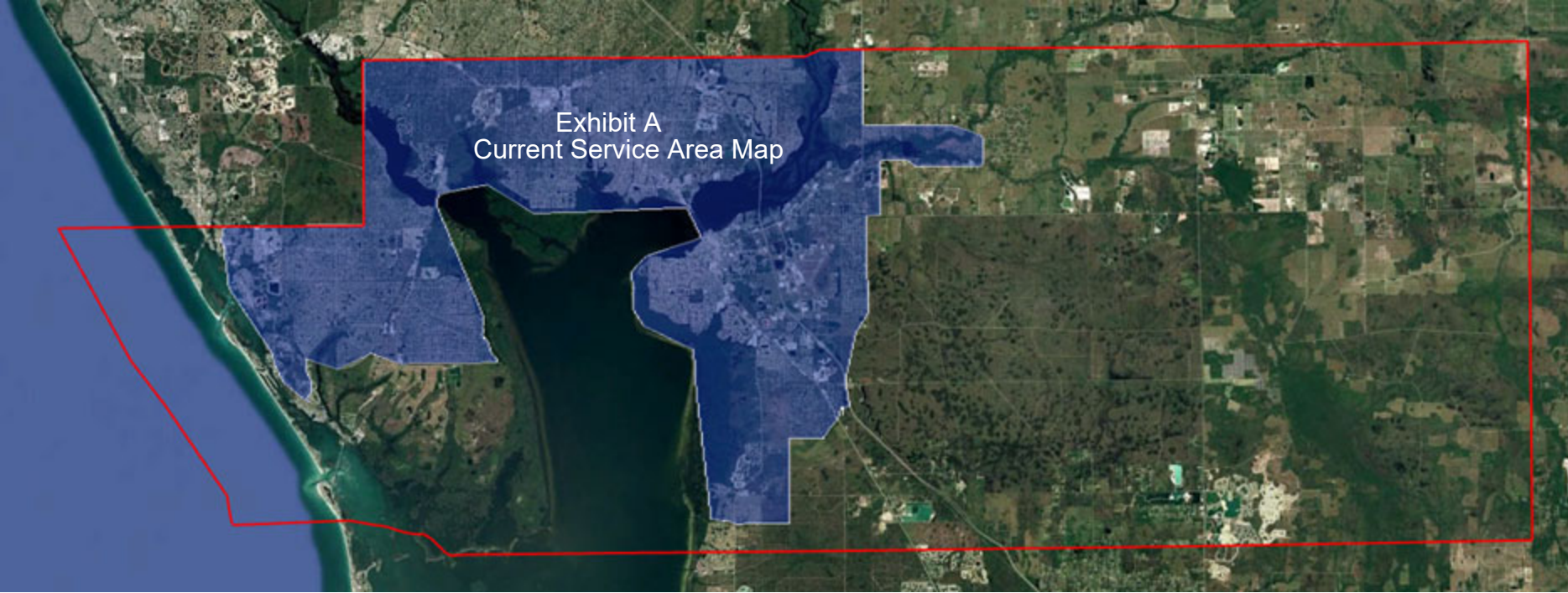


Exhibit A
Current Service Area Map

Exhibit B
Current Vehicle List

TRANSIT INVENTORY LISTING AS OF 3/4/2025				
Vehicle Number	Length	Make	Model	VIN
36242	20	Ford	Transit Connect	1FDZX2CM0JKA36706
36243	20	Ford	Transit Connect	1FDZX2CM2JKA36707
36249	20	Ford	Transit Connect	1FDZX2CM2JKA36710
36250	20	Ford	Transit Connect	1FDZX2CM4JKA36708
36328	20	Ford	Transit Connect	1FDZX2CMXJKA36714
36332	20	Ford	Transit Connect	1FDZX2CM4JKA36711
36347	20	Ford	Transit Connect	1FDZX2CM6JKA36709
36348	20	Ford	Transit Connect	1FDZX2CM6JKA36712
36506	22	Ford	Transit Connect	1FDVU4XV0JKB11846
36806	22	Ford	Transit Connect	1FDVU4XV0KKA11652
37342	22	Ford	Transit Connect	1FDVU4XV6KKB31553
37343	22	Ford	Transit Connect	1FDVU4XV8KKB31554
37345	22	Ford	Transit Connect	1FDVU4XV8KKB31555
37437	22	Ford	Transit Connect	1FDVU4XV8KKB31556
37438	20	Ford	Odyssey	1FDFE4FS3KDC43871
37440	22	Ford	Transit Connect	1FDVU4XV8KKB31558
37442	22	Ford	Transit Connect	1FDVU4XV8KKB31557
37447	22	Ford	Transit Connect	1FDVU4XV8KKB31560
37450	22	Ford	Transit Connect	1FDVU4XV8KKB31561
37475	23	Ford	Odyssey	1FDFE4FS5KDC43872
37481	23	Ford	Odyssey	1FDFE4FS5KDC45346
37985	23	Ford	Odyssey	1FDFE4FN0MDC01204
37986	23	Ford E-450	Turtle Top	1FDFE4FN6MDC02244
37987	18	Ford	Transit Connect	1FDZK1C84LKA16912
37998	23	Ford E-450	Odyssey	1FDFE4FN9MDC01203
37999	23	Ford E-450	Turtle Top	1FDFE4FN3MDC01200
38002	18	Ford	Transit Connect	1FDZK1C8XLKA16915
38003	18	Ford	Transit Connect	1FDZK1C86LKA16913
38004	18	Ford	Transit Connect	1FDZK1C81LKA16916
38005	18	Ford	Transit Connect	1FDZK1C80LKA16910
38023	24	Ford E-450	Turtle Top	1FDUF5GN2LED79861



Date:	
Driver Name:	
Vehicle #:	Route #:
Start Time:	End Time:
Start Odometer:	End Odometer:

[illegible]