



PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
INTERNAL SERVICES BUILDING
7536 STATE STREET, SUITE 221
NEW PORT RICHEY, FLORIDA 34654
TELEPHONE: 727.847.8194
www.BidNetDirect.com

REQUEST FOR PROPOSALS Paratransit Registration, Scheduling, and Dispatch Software RFP-DB-20-014

The Pasco County Board of County Commissioners is requesting proposals from qualified Proposers experienced in providing software for a comprehensive, state of the art, turnkey demand-response (paratransit) scheduling, tracking (Automatic Vehicle Tracking System (AVL) and customer servicing system. A mix of State and Federal funding will be used for this project. All Offerors must be qualified and properly registered, as set forth in the box below, to provide the products and services as described in the attached Statement of Work. Responses will only be considered from those firms demonstrating the expertise and experience specified in this request.

The Pasco County Purchasing Department will receive responses until **2:00 P.M.**, on **July 28, 2020** in the Pasco County Purchasing Department, 7536 State Street, New Port Richey, Florida. Responses received after this time will not be accepted. Responses will be publicly opened at the above stated time and date, with only the names of the responding firms being read. All interested parties are invited to attend. Proposers shall submit **INSERT NUMBER OF PROPOSALS** hard-copies and **ONE (1)** electronic (Flash Drive or CD-ROM) copy of the response. Each hard copy of the response shall be bound in a single volume.

In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier. Proposers may register to view and download solicitations by visiting www.FloridaBidSystem.com. Pasco County reserves the right to reject any and all responses and to waive any irregularities or informalities.

The terms “contractor”, “consultant”, “Proposer” and “proposer” included in this RFP are intended to refer to the same entity.

The Pasco County Board of County Commissioners (Pasco County) is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System (www.BidNetDirect.com). Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Purchasing Department in accordance with Florida Statutes that pertain to Public Records. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Purchasing Department will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any

change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE PASCO COUNTY PURCHASING DEPARTMENT, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT WWW.BIDNETDIRECT.COM AT NO COST.**

Daniel Brizek, Buyer
dbrizek@pascocountyfl.net

IMPORTANT! - PLEASE READ CAREFULLY BEFORE RESPONDING

GENERAL PROVISIONS

COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION

Communicating with or lobbying of evaluation committee members, county government employees, or elected officials **(including County Commissioners)** regarding requests for proposals, requests for qualifications, bids, or contracts by the Proposers or any member of the Proposer's staff, an agent of the Proposer, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular solicitation is strictly prohibited. **Nothing herein shall prohibit a prospective Proposer from contacting the Purchasing Director to address concerns or grievances or receive clarification about a particular procurement.**

For purposes of this provision lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

The prohibition on communication with County Persons (including County Commissioners) by vendors and their representatives regarding a procurement in which they have a pecuniary interest begins upon issuance of the solicitation and ends upon final award, when the protest is finally resolved, or when the procurement process is otherwise concluded, whichever occurs later. This prohibition does not apply to communication on other matters in which a vendor may have an interest outside of the solicitation.

AMERICANS WITH DISABILITIES ACT

Pasco County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation to the solicitation documents or for the public meetings related to any solicitation should contact the Purchasing staff member named on the solicitation summary at least twenty-four (24) hours in advance of the meeting. Requests for accommodation may also be directed to the Human Services Department, Internal Services Building, 7536 State Street, New Port Richey, Fla 34654 at (727) 847-8030 or at (727) 847-8949 if you are hearing impaired. Please be advised that if you contact the County by email, your email address will become a public record and may be subject to disclosure under the Florida Public Records Act.

ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS

The County may (1) amend or modify this request, (2) revise requirements of this request,

(3) require supplemental statements or information from any firm, (4) accept or reject any or all responses, (5) extend the deadline for submission of responses, (6) negotiate or hold discussions with any Proposer and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (7) cancel this request, in whole or in part, if the County deems it in its best interest to do so. The County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of response or otherwise.

Failure to include all the forms required to be included with any response will result in the Proposer being deemed nonresponsive and will result in rejection of the response.

ACKNOWLEDGMENT OF AMENDMENTS

Proposers must acknowledge receipt of all amendments (addenda) to the solicitation in their response. The acknowledgment should be received by the County by the opening/closing date, time and place indicated on the solicitation cover. Failure to acknowledge addenda may impact evaluation and/or result in rejection or disqualification of response(s).

CONTRACT TERM AND REQUIREMENTS

It is the County's intent to develop a contract for the services specified herein, contingent upon the appropriation of funds. The contents of the response submitted by the successful firm, with any amendments or subsequent revisions, will become part of the resulting contract. A copy of the County's standard agreement for professional services is attached hereto as Attachment 7 and incorporated herein by reference and made a part hereof.

CANCELLATION

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Consultant of the intention to cancel, or with cause if at any time the Consultant fails to fulfill or abide by any of the terms or conditions specified. Failure of the Consultant to comply with any of the provisions of a resulting contract will be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to the County, Pasco County reserves the right to cancel and obtain from another source any services which have not been provided within the required period of time, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the County.

CHANGES IN SHORT-LISTED FIRMS/PROJECT TEAMS

Any personnel changes in a short-listed firm, after the submission of the response to this request, could result in reconsideration of the scoring of applicable evaluation criteria. Any changes in a short-listed firm should be brought to the attention of the County as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted, must be submitted, prior to oral presentations, to the Purchasing Director. Reconsideration may result in changes to the short-listing or rankings.

CLARIFICATIONS

If any party contemplating the submission of a response is in doubt as to the true meaning of any part of the scope of work or other aspects of the solicitation, a written request for an interpretation should be submitted. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Pasco County shall only be responsible for explanations or interpretations that are issued by written addendum. No oral interpretations will be made as to the meaning of the scope of work or any other solicitation documents. Failure to comply with this provision may result in the Proposer waiving his/her right to dispute any aspect of the solicitation. Questions concerning this request must be submitted in writing to the Pasco County Purchasing Department; 7536 State Street, Suite 221, New Port Richey, Florida 34654; email address dbrizek@pascocountyfl.net. Proposers are cautioned that any statements made by individuals, or employees of Pasco County, that materially change any portion of this request shall not be relied upon unless subsequently ratified by a formal written amendment.

CONFLICT OF INTEREST

The Proposer, by responding to this request, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the offer of services specified in this request.

ENVELOPES CONTAINING PROPOSALS

Envelopes containing responses must be sealed and marked with the solicitation number, solicitation title, and company name. Failure to do so may cause the response not to be considered. Express Company or Express Mail envelopes containing a sealed response shall also be sealed and should be clearly marked with the solicitation number, solicitation title, and company name. Failure to clearly mark envelopes may delay delivery and render the response late.

EXPENSES INCURRED IN PREPARING RESPONSE

The County accepts no responsibility for any expense incurred by the Proposer in the preparation and/or presentation of a response. Such expenses shall be borne exclusively by the Proposer.

BUSINESS NAME REQUIREMENT

The Proposer must provide on the Pricing Form, Proposer/Certification Form, and if awarded, on all remittance of invoices for payment, the business name that is provided on their W9 Form. Additionally, if there is a name change and/or EIN number that is changed at any time, the Proposer must immediately notify the Purchasing Department as to the change and provide all supporting documentation.

PROPOSAL OR BID RECEIPT AND OPENING

Pasco County will receive sealed responses until the date and time indicated on the solicitation cover. Responses must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 7536 State St., Suite 221, New Port Richey, Florida, where they will be opened at the stated time. Responses must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover sheet of this request. Proposals received after the date and time of the opening/closing will be received,

date stamped, and returned to the respective Proposers unopened. It is the responsibility of Proposers to ensure that the responses arrive at the designated opening/closing place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late responses. **FAXED RESPONSES WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.**

INFORMALITIES AND IRREGULARITIES

The County reserves the right to reject any or all responses in whole or in part; or accept any response which is deemed most advantageous and in the best interest of the County.

NONCONFORMING TERMS AND CONDITIONS

A response that includes terms and conditions that do not conform to the terms and conditions in the RFP, bid or other type of solicitation document is subject to rejection as nonresponsive. Pasco County reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its response prior to a determination by Pasco County of non-responsiveness based on the submission of nonconforming terms and conditions.

OFFICIAL DOCUMENTS

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ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this solicitation or resulting contract. All modifications to the solicitation, resulting contract or purchase order must be made in writing by Pasco County.

PARTNERSHIPS/CORPORATIONS/AGENTS

When a Proposer is a partnership or joint venture, the response must be signed in the name of the partnership or joint venture and by all persons or entities required to do so under the terms of their partnership or joint venture contract. Any existing written underlying partnership or joint venture contracts must be included as part of the response. A cover letter may be used to satisfy the signature requirements. When a Proposer is a corporation, the authorized corporate officer signing the response must set out the corporate name in full beneath which said officer must sign his/her name and give title of his/her office. The response must also bear the seal of the corporation. Anyone signing the response as officer or other agent must file with it legal evidence of the authority to do so. Proposers who are or include corporations or limited partnerships must furnish a duly executed certificate of status from the Florida Department of State.

The person(s) signing the response must certify under oath on the attached Proposer Information/Certification Form (Attachment 1) that is required to be included with any response submitted that the information contained in the response is true and accurate. Each Proposer understands that by submitting a response that the County will rely in part on such certification in selecting the short-listed firms/teams. Failure to submit the documents requested above with the proposal or within 24 hours of a request made by the County may be the basis for rejection of the response. The 24 hour window does not apply to the Proposer Information/Certification Form, but rather to the production of supporting documents specified in the first paragraph of this section, which include verification the signer has authority if the vendor is a corporation; copies of partnership or joint venture agreements; and/or an executed status form from the Department of State if the vendor is a partnership or corporation. Such documents must be effective as of the date of the response. When applicable, short-listed design-build entities will be required to show evidence of having filed with the State of Florida for registration of their design-build entity within fifteen (15) days of announcement of the short list.

PUBLIC INFORMATION

All responses presented to the County as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so as provided under Sections 119.071 and 255.0518, Florida Statutes.

All materials submitted in response to this solicitation ultimately become public record and shall be subject to inspection and copying as provided under Florida's public records laws. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and placed in a separate envelope marked as such shall be considered to qualify as Trade Secret Data. Any material to be treated as Trade Secret Data must include a justification for the request. The request will be reviewed and either approved or denied by the County. If denied, the Proposer shall have the opportunity to withdraw the entire response or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary. Any costs to preserve the Trade Secret data designation shall be the responsibility of the Proposer.

DEBARMENT

By submitting a response, the Proposer certifies that it is not currently debarred from submitting bids, proposals or other responses for contracts issued by any political

subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting such responses for contracts issued by any subdivision or agency of the State of Florida.

FAILURE TO PERFORM

In the event of failure of the Proposer to perform the services in accordance with the contract terms and conditions agreed upon, Pasco County may procure the services from other sources and hold the Proposer responsible for any resulting additional costs. A failure to perform will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids or proposals to Pasco County for a maximum of five (5) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

APPLICABLE LAW

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The Consultant shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

ASSIGNMENT

The successful Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the County.

COPYRIGHT

The successful Consultant shall irrevocably transfer, assign, set over, and convey to Pasco County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the resulting contract. The Consultant further agrees to execute such documents as Pasco County may request to affect such transfer or assignment. Further, the Consultant agrees that the rights granted to Pasco County by this paragraph are irrevocable. The Consultant's remedy in the event of termination of or dispute over any agreement entered into as a result of this Request for Proposal shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as a result of this Request for Proposal shall have the effect of rescinding, termination, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

DEPARTMENT OF HOMELAND SECURITY'S IMAGE PROGRAM (E-VERIFY COMPLIANCE)

Pasco County is an employer participant in the Department of Homeland Security's Image Program and utilizes E-Verify to ensure its employees are appropriately authorized to work in the United States. As part of its compliance efforts under this program, the County encourages all consultants, contractors (and/or their subcontractors) under contract with or performing work for the County to establish employment procedures that adopt the Images Program Best Practices and otherwise ensure compliance with federal employment eligibility verification requirements as part of its hiring practices. The selected consultant or contractor shall also include this requirement in all its subconsultant contracts involving

County work. For those County projects utilizing State of Florida or Federal funds, the requirement to comply with E-Verify will be mandatory. The County reserves the right to request verification of compliance from its consultants and contractors during the term of its contract with the County and for a period of up to five (5) years thereafter. Should a County retained consultant, contractor and /or its subconsultants be found to be non-compliant with E-Verify as part of a federal audit or other inquiry, the consultant, contractor and/or its subconsultant(s) will be solely responsible for the payment of any fines or costs imposed upon the County as a result of such non-compliance.

State or Federal Funds Involved **X** (X if applicable or N/A if not applicable)

AUDIT COOPERATION REQUIREMENT FOR STATE FUNDED PROJECTS

In those instances where state funding is involved, the selected Consultant, and its subconsultant(s) must agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant Section 20.055 (5), Florida Statutes. By submitting a bid or response to this solicitation, the Consultant certifies that they understand and will comply with this subsection.

State Funds Involved: **X** (X if applicable, N/A if not applicable)

ETHICS IN PUBLIC PROCUREMENT

The resulting contract shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases or 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or discriminatory vendor list. Additionally, a conviction of a public entity crime or placement on the discriminatory vendor list may form the basis for the rejection of a bid, offer, or proposal by the County, or for termination of a contract with the County. The County may make inquiries regarding placement on the discriminatory vendor list and alleged convictions of public entity crimes at any time. The unreasonable failure of a Proposer to promptly supply information in connection with any such inquiry shall be adequate grounds for rejection of a bid, offer, or proposal, or for termination of a contract.

By submitting a response the Proposer certifies that its submission was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with this submission; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

INDEPENDENT CONSULTANT

The selected firm shall be considered to be an independent consultant and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The selected Consultant shall represent that it has, or will secure at its own expense, all personnel required in performing the services under the contract. Such employees shall not be employees of or have any individual contractual relationship with the County.

INSURANCE REQUIREMENTS

The Consultant shall not commence any work pursuant to a contract resulting from this solicitation ("contract") until satisfactory proof of all insurance required hereunder has been provided to and approved by the County. It shall be the responsibility of the Consultant to ensure that all Sub-Consultant(s) performing services pursuant to the contract comply with the insurance requirements of this provision. The Consultant shall furnish to the County certificate(s) of insurance in the form required by County and, if requested by the County, Consultant shall provide certified copies of all required insurance policies. The certificate(s) of insurance shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification required for strict compliance with the contract and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. All certificate(s) of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail (return receipt requested) has been given to the County to the attention of the Pasco County Risk Management Department, 7536 State Street, Suite 111, New Port Richey, Florida 34654. In the event any insurance coverage expires prior to the expiration of the contract, a renewal certificate shall be issued thirty (30) days prior to said expiration. Compliance with the foregoing requirements shall not relieve the Consultant of any liability and/or other obligations pursuant to the contract. Neither approval by the County, nor a failure to disapprove insurance certificates or policies furnished by the Consultant, shall release the Consultant from full responsibility of all liability or its obligations under the contract.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Said insurance companies shall have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and shall be satisfactory to the County. Policies of insurance required by the contract shall be primary insurance and non-contributory with respect to the County, its officials, agents, or employees. Any insurance or self-insurance maintained by the County or its officials, agents, or employees, shall be in excess of the Consultant's insurance and shall not contribute with it. All policies of insurance required by the contract, except Workers' Compensation and Errors and Omissions Liability, shall specifically provide that Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners and its officials, agents, or employees shall be "additional insureds" under the policy and listed as a certificate holder. The insurance coverage and limits provided herein are designed to meet the minimum requirements of the County.

Any deductibles or self-insured retentions must be declared and approved by the COUNTY and are the responsibility of the Consultant. The minimum kinds and limits of coverage to be carried by the Consultant throughout the Effective Period shall be as follows:

a. Workers' Compensation and Employer's Liability:

Coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident. The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, agents, and employees. In case any employee is engaged in any hazardous work pursuant to this contract and is not protected under the Workers' Compensation statute, the Consultant and any subconsultant(s) shall provide for adequate insurance coverage to protect these employees.

b. Comprehensive General Liability:

Comprehensive general liability shall include premises and/or operations, products and/or completed operations, broad form of property damage, coverage, independent contractor, and contractual liability, and shall be written on an "occurrence basis."

Bodily injury and personal injury, including death:

\$1,000,000.00 each person
\$3,000,000.00 aggregate

Property damage:

\$1,000,000.00 each occurrence
\$3,000,000.00 aggregate

c. Comprehensive Automobile Liability:

Comprehensive automobile liability shall include owned vehicles, hired, and non-owned vehicles, and employees' non ownership.

Bodily injury and personal injury, including death:

\$1,000,000.00 combined single limit

Property damage:

\$1,000,000.00 combined single limit

d. Errors and Omissions Liability:

\$1,000,000.00 aggregate

Consultant shall maintain during the term of the contract standard professional liability insurance in the minimum amount of \$1,000,000.00 per occurrence.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of contractor.
2. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverage or limits, a notice thereof shall be given to County by certified mail to: Pasco County Risk Management Department, 7536 State Street, New Port Richey, Florida 34654. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by said contractor from its insurer; and nothing contained herein shall absolve contractor of this requirement to provide notice.
3. Pasco County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured and shall be listed as a certificate holder.
4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's self-insured retentions of whatever nature.
5. County hereby waives subrogation rights for loss or damage against the County.

LAW COMPLIANCE

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under the contract. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the contract, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of the contract by the County. Without limiting the above provisions, Proposer agrees to sign the certifications and agrees to the terms included in Attachment 3 Federal Contract Provisions attached hereto and incorporated herein.

NONAPPROPRIATION

All funds for payment by the County under the resulting contract are subject to the availability of an annual appropriation for this purpose by the County. In the event funds are not appropriated by the County for the subject services, the County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year ending on September 30th or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Consultant on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this contract beyond the date of termination.

PRINCIPAL PERSONNEL

Principal or key personnel identified in the response may not be substituted without prior written approval of the County. Replacements for key personnel under contract must have equivalent professional qualifications and experience as those individuals listed in the response. Approval of substituted personnel will not be unreasonably withheld by the County.

CONTRACTOR'S PUBLIC RECORDS REQUIREMENTS

The successful Proposer is referred to in this Public Records provision as CONTRACTOR. CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the County to perform the service under the contract; (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 for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the County; and (d) upon completion of the contract, transfer, at no cost to the County, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. All documentation produced as part of this contract will become the property of the County. This paragraph shall survive the expiration or termination of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 847-8194, dbrizek@pascocountyfl.net, 7536 STATE STREET, 2ND FLOOR, New Port Richey, FL 34654.

Under Florida law, a Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the contract and may serve as grounds for termination of the contract.

FAILURE TO ENFORCE

Failure by Pasco County at any time to enforce the provisions of the resulting contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Consultant to the County, the same amount may be deducted from any sum due the Consultant under the contract or under any other contract between the Consultant and the

County. The rights of the County are in addition and without prejudice to any other right the County may have to claim the amount of any loss or damage suffered by the County on account of the acts or omissions of the Consultant.

RIGHT TO AUDIT

The Consultant shall maintain such financial records and other records as they relate to the purchase of goods and services by the County from the successful Proposer selected. The Consultant shall retain these records for a period of three (3) years after final payment, or until they are audited by the County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by the County, its designees, or other authorized bodies.

TRUTH-IN-NEGOTIATION CERTIFICATION

By submitting a response, the Proposer certifies that the wage rates and costs used to determine the compensation provided for in a resulting contract will be accurate, complete and current as of the date of the resulting contract and no higher than those charged the Proposer's most favored customer(s) for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The County may exercise its rights under this "certification" within one (1) year following final payment.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the selected Consultant is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the Consultant shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the Consultant fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Consultant. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Consultant of the intention to cancel.

VENDORS LIST

Proposer must visit www.bidnetdirect.com to register as a vendor. Once registered, vendors will have the ability to view and download solicitations for the Pasco County Board of County Commissioners as well as other participating agencies throughout Florida.

LOCAL PREFERENCE

Under Sec. 2-111(a)(1) of Pasco County's Purchasing Ordinance, a business qualifies as "Local Business" if it meets the following requirements and is: a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) at which location, which the vendor, supplier or contractor operates or performs business on a daily

basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) provide a copy of their local business tax receipt along with its proposal. Post office boxes shall not be used for the purpose of establishing said physical address.

In the soliciting for, or the letting of contracts or procurement for services or qualification-based goods and services, the Board of County Commissioners may **(unless otherwise prohibited by ordinance, state or federal law)** give a preference to Local Businesses in making such purchases as described below:

In the case of request for proposals or qualifications, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses. Local Businesses shall be assigned 10 points in addition to their total combined evaluation points. Businesses located within Hillsborough, Pinellas, Polk, and Hernando Counties shall be assigned 5 points in addition to their total combined evaluation points. A Proposer claiming a preference due to a location in a neighboring County must include a valid tax receipt from such County with any proposal submitted to qualify for such preference. The justification for the application of a local preference to a particular Proposer, along with a copy of the Proposer's local business tax receipt, must be included as part of any Proposal submitted.

The preference provided in this section does not prohibit the right of the Board to compare the equality or fitness for the supply of services proposed for purchase and compare qualifications character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals nor prohibit the Board from giving any other preference permitted by law in addition to the preference authorized in this section.

PERFORMANCE EVALUATION

The County will complete a performance evaluation following the completion and/or expiration of the final contract awarded under this RFP. Performance Evaluations will be provided to the awardee for feedback. Performance Evaluations will be public record and used during reviews for future related awards. Sample Performance Evaluation forms can be found on <http://www.pascocountyfl.net/index.aspx?NID=692>.

END OF GENERAL PROVISIONS

FEDERAL CONTRACT PROVISIONS (Federal Transit Administration)

Within these Federal Contract Provisions, the successful Offeror is referred to as Contractor and contract means a contract resulting from this solicitation. Offerors agree that these Federal Contract Provisions shall be part of and shall be automatically incorporated into any contract resulting from this solicitation.

No Obligation by the Federal Government

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

Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et 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.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

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

1. Where the County is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the County is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the County, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the County enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the County, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any County which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the County, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Changes to Federal Requirements

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between County and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Master Agreement can be viewed on the FTA web page, www.transit.got.gov, by searching for Master Agreement and the current year. Contractor's failure to so comply shall constitute a material breach of this contract.

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

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

Disadvantaged Business Enterprises

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is ten percent (10%). The County's overall goal approved by the FTA for DBE participation is one percent (1%.)
2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
3. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
4. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the contractor's receipt of payment for that work from the County. In addition, the Contractor may not hold retainage from its subcontractors.

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

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT. Whether or not expressly set forth in the preceding contract provisions, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1F., are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this solicitation or resulting contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause a violation of the FTA terms and conditions

Suspension and Debarment (2 Code of Federal Regulations §200.213)

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

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

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

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

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

For contracts and subgrants of amounts in excess of \$150,000 the non-Federal contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as

amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Clean Air

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

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water

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

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Energy Conservation

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

ADA Access

Contractors must comply applicable requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and USDOT/FTA implementing regulations.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 Code of Federal Regulations §200.321)

(a) Pasco County will take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Equal Employment Opportunity Clause ((41 Code of Federal Regulations §60-1.4)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes

place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SPECIAL PROVISIONS

STATEMENT OF WORK

Within this Statement of Work the successful Offeror is referred to as Contractor.

1.0 INTRODUCTION

1.1 It is Pasco County's intent to procure software for a comprehensive, state of the art, turnkey demand-response (paratransit) scheduling, tracking (Automatic Vehicle Tracking System (AVL) and customer servicing system. Pasco County Public Transportation (PCPT) is looking for a top-to-bottom system allowing PCPT to maximize its service, provide top notch customer service aspects, and allow PCPT to monitor and track information to become more efficient and effective for its customers. The ideal system will be a cloud-based software system that will provide PCPT the means to:

1.1.1 Schedule, track, monitor and provide metrics on system performance.

1.1.2 Allow customers the ability to apply for transit service throughout the County.

1.1.3 Allow PCPT to track the customer approval process and enter future customers into the system while providing a detailed audit trail of the approval process.

1.1.4 Allow PCPT the ability to provide demand-response service to customers as requested.

1.1.5 The system should:

1.1.5.1 Automatically schedule clients for each day

1.1.5.2 Assign drivers and vehicles

1.1.5.3 Track driver and system location (AVL)

1.1.5.4 Schedule adherence in regard to customer drop off and pickup information

1.1.6 The system must provide reporting options to meet Federal Transit Administration (FTA), Florida Department of Transportation (FDOT) and Local requirements along with customizable reporting and audit trail tracking.

1.1.7 Provide a customer incident and accident application which will provide information on any issues that may occur.

1.2 PCPT is performing an 'outcomes'-based procurement model. Therefore, PCPT is requesting the contractor to provide a proposal that highlights their product, any and all options that will allow PCPT to achieve at a minimum all goals set forth herein and emphasizes aspects of their product allowing PCPT to effectively service its customers. Requirements include but are not limited to:

1.2.1 Efficiency of service

1.2.2 Customer Service

1.2.3 Customer Transparency

1.2.4 Driver Safety and Ease of Use

1.2.5 Supervisory Oversight

1.2.6 Incident Management

1.2.7 Customer Management

1.2.8 Security of Stored Information

1.2.9 Service Application Tracking

1.2.10 Metrics Tracking and Reporting

1.2.11 Required Reporting

1.2.12 Customer Notifications

2.0 BACKGROUND

2.1 PCPT is a County service operated under the Pasco County Board of County Commissioners (BCC). With a fleet of nineteen (19) lift-equipped buses and vans, PCPT provides more than a two hundred and twenty-five (225) rides a day to customers who need to get to medical appointments, grocery shopping, work and other important locations.

2.2 PCPT operates paratransit service under three (3) primary funding sources:

2.2.1 The Area Agency on Aging of Pasco and Pinellas (AAAPP), providing trips under the Older Americans Act (OAA)

- 2.2.2 Complementary paratransit as required by FTA under the Americans with Disabilities Act (ADA).
- 2.2.3 Trips to transportation-disadvantaged clients as defined under Chapter 427 of the Florida Statutes creating the Commission for the Transportation Disadvantaged (CTD).
- 2.3 PCPT Staff: Currently there are twenty-nine (29) PCPT staff requiring access to the new Registration, Scheduling & Dispatch Software (RSDS). Positions include, but are not limited to:
 - 2.3.1 Paratransit Operators
 - 2.3.2 Dispatchers
 - 2.3.3 Supervisors
 - 2.3.4 Management, administration and support staff
- 2.4 Service Types: PCPT provides several types of rides, each with its own unique rider qualifications, scheduling and billing criteria. The RSDS must be configured to support each of these.
 - 2.4.1 ADA Paratransit Service:
 - 2.4.1.1 If a disability prevents someone from getting to a bus stop, they may apply for certification to use PCPT's ADA service. ADA provides door-to-door, wheelchair-accessible rides to persons with disabilities throughout the PCPT service area who cannot use a fixed route bus due to a disability or barrier to access the system.
 - 2.4.1.2 Qualified ADA riders may use the service for any trip purpose, within the rules of the FTA and ADA. Riders may set up a ride no later than 6:00 p.m. the day before the ride is needed, or not more than fourteen (14) days before the day a ride will be taken, as long as there is availability for the trip as per the system.
 - 2.4.1.3 ADA services are available in accordance with FTA and ADA requirements, currently, Monday through Friday, 5:30 a.m. – 10:00 p.m., and Saturdays from 5:45 a.m. – 10:00 p.m.

2.4.2 Commission for the Transportation Disadvantaged (CTD)

2.4.2.1 PCPT offers door-to-door bus service to clients that meet CTD criteria. CTD clients are defined as per Florida Statutes 411.202.

2.4.2.2 Pasco County BCC has a contract with the CTD to provide trips with specific reporting requirements.

2.4.2.3 Reports cover specific requirements already collected as part of the daily operational requirements.

2.4.3 Older American Act (OAA)

2.4.3.1 PCPT offers door to door bus service to clients that meet OAA criteria.

2.4.3.2 Clients are defined as per OAA Title III.B

2.4.3.3 Pasco County BCC has a contract with the Area Agency on Aging of Pasco-Pinellas (AAAPP) to provide trips with specific reporting requirements.

2.5 Available Resources: PCPT intends to actively participate in this project to help ensure its success. PCPT will:

2.5.1 Appoint a Project Manager to coordinate PCPT and Service Provider staff and to provide a consistent interface for the Contractor.

2.5.2 Provide data required by the Contractor.

2.5.3 Review and approve the Work Plan, including the test, training, and other documents

2.5.4 Closely monitor the Contractor's progress and schedule.

2.5.5 Provide office space for on-site Contractor personnel.

2.5.6 Coordinate any Pasco County staff, as needed and upon request from the contractor.

2.6 Following are the current estimates of PCPT's resources (other than financial commitments to the RSDS contract) to be applied to the project. These resource estimates are intended for informational purposes in preparing a proposal. PCPT reserves the right to alter these resource estimates at any time prior to entering into an Agreement.

2.6.1 Personnel

2.6.1.1 A number of persons within PCPT will be significantly involved in the project in a technical review, evaluation, and/or consultation capacity.

2.6.1.2 Their involvement will be variable, contingent upon current work assignments.

2.6.1.3 PCPT will assign a Project Manager to coordinate the contract; he/she will be committed at least half time to this effort.

2.6.2 Hardware

2.6.2.1 PCPT will utilize current computing hardware or buy, install and configure computer hardware and ancillary software for the proposed RSDS based on the Contractor's specifications, as detailed in Section 5 of their Technical Proposal.

2.6.3 Office Space

2.6.3.1 PCPT will provide office space, a telephone, and wireless access for up to three (3) Contractor employees at or adjacent to the Agency's office during the Contractor's on-site work periods defined within the Work Plan.

2.7 Network

2.7.1 The RSDS must be compatible with the following network environment:

2.7.1.1 The local infrastructure is a Gigabit network, with a Gigabit Layer 2 circuit back to the BOCC Core network.

2.7.1.2 The core network has 40 gigabit interlinks with redundancies to our Data Centers.

2.7.1.3 From the Core network, there is a Gigabit Fiber Internet connection.

3.0 Minimum Requirements

3.1 General Requirements

3.1.1 Both the server and client software and any updates shall install using a Win32 GUI-based installation program.

3.1.2 Both server and client software shall be able to be uninstalled by means of a Contractor-provided automated uninstaller. Such programs must not remove any shared components or files required by other

applications.

3.2 Interfaces

3.2.1 The system shall provide a tested interface to interactive Voice Response (IVR) equipment and must have previously been integrated with at least one (1) IVR system in a production paratransit environment.

3.2.2 The system shall provide a tested interface to a Tablet Based system (TBS) equipment and must have previously been integrated with at least one (1) TBS and AVL system in a production paratransit environment.

3.2.2.1 Tablets are on-board the vehicles.

3.2.2.2 The vendor's product should be compatible with our current tablets and complete pick-ups and drop-offs in a simple, intuitive manner that requires as few steps as possible.

3.2.3 The system must be able to support both TBS and voice communication simultaneously on a vehicle-by-vehicle basis in order to facilitate the phased rollout of TBSs.

3.3 Functionality

3.3.1 The system shall use Microsoft Windows system properties for fonts and colors wherever applicable.

3.3.2 The system shall support the Universal Naming Convention (UNC) and long filenames.

3.3.3 The system shall perform all printing functions via the Windows Print Manager.

3.3.4 An on-line help feature shall be included with the system. It must provide context-sensitive help information for each command, menu, screen and option.

3.3.5 The system shall include a toolbar that is configurable by a System Administrator, including ToolTips.

3.3.6 The grid control for all tabular data display shall support the following:

3.3.6.1 Click-and-drag column resizing

- 3.3.6.2 Drag-and-drop column reordering
- 3.3.6.3 Ascending and descending data sorting
- 3.3.6.4 Easy selection of columns to be viewed (add, delete columns).
- 3.3.7 The system shall provide automatic numbering features for rider records and ride reservations but must allow for user defined number sequences to be assigned. (e.g., number new riders sequentially starting at 9523, or with a starting pattern of "C-9523".)
- 3.3.8 The system shall support the Copy, Cut and Paste functions on every edit field.
- 3.3.9 The system shall be capable of displaying time units AM/PM (APX) and Military time based on preference of user.
- 3.3.10 The system shall provide the ability to easily add customer defined fields in support of new data requirements.

3.4 Parameters

- 3.4.1 The system shall retain all server and workstation configuration and preference changes when upgrades are applied.
- 3.4.2 Configuration of the proposed program via parameter files, option screens, or the like should be sufficient to tailor the proposed system to meet PCPT's requirements.

3.5 Data Validation

- 3.5.1 The system shall perform data validation at the point of data entry to the maximum extent possible.
- 3.5.2 The system's user interface must be uniform and consistent in its use of menus, buttons, function keys, and screen designs.
 - 3.5.2.1 Each screen or window must have its own unique identifier providing the user with a clear indication of the screen function.
 - 3.5.2.2 The systems shall perform name recognition on rider, street, city, common place name, and other data entry fields.
 - 3.5.2.2.1 When a user begins to type a name, the

system shall display a list of candidate names with similar spelling.

3.5.2.2.2 If a list item is selected it will be inserted into the appropriate input field.

3.5.2.2.3 The system Administrator must be able to enable or disable this feature on a case by case basis.

3.5.2.2.4 When a city has been selected or entered, the set of street names displayed will be limited to those in the specified city.

3.5.2.3 The system shall maintain a list of geo-coded common origins/destinations by name but must cross reference these to actual addresses and fill them in when a common name is selected.

3.5.2.3.1 This list of common places must be configurable by Supervisors.

3.5.2.4 The system shall provide on-line address verification, checking each address entered to see if the street exists, is unambiguously identified and that the number is valid for the street.

3.6 Geographical Information System (GIS)

3.6.1 The system shall provide an integrated GIS that can directly read and display ESRI shapefiles.

3.6.1.1 ESRI's ArcView is preferred as it is the standard GIS at PCPT

3.6.1.2 If another GIS is proposed, a detailed justification and a feature comparison between the proposed GIS and ArcView must be provided.

3.6.2 The GIS must allow the user to click on any spot on a map to display associated address data including street names and address numbers (or range), city, and zip code.

3.6.3 The GIS must be able to read from PCPT' s bus route file (an ESRI shapefile) and display ADA compliant service corridors overlaid on the map.

3.6.3.1 These must be color coded to indicate the various hours

of service that apply.

3.6.3.2 The GIS must support the use of ESRI's ArcInfo Route System data model.

3.6.4 The system shall display the approximate route, upon request or checkbox, of any and/or all paratransit vehicles in service based on their scheduled stops. (Either straight line or expected turn by turn route, with stops highlighted).

3.6.5 The system must allow for the creation of user defined symbols and colors to assign to vehicles in service, based on their status (e.g., in service, on break, out of service).

3.6.6 The system shall allow for integrated editing and easy replacement of map files.

3.6.7 The GIS component shall be accessible from all other components: registration, reservations, scheduling, and dispatching.

3.7 Data Integrity

3.7.1 The system shall be capable of maintaining data integrity while automatically recovering from failure situations.

3.7.2 The Contractor must provide descriptions and documentation of system recovery and restart processing for the following situations:

3.7.2.1 System provides standardized, centralized error trapping and recovery.

3.7.2.2 System maintains a detailed audit trail of all transactions.

3.7.2.3 Recovery from data communications malfunction such as failure of the network or Database Management System (DBMS) while a user is creating and/or updating data.

3.7.2.4 Software malfunction resulting in the failure to create and/or update data while processing multiple files.

3.7.2.5 Data center failure of operating system or CPU while the system is creating and/or updating files.

3.7.2.6 Hardware, firmware or software failure of storage devices.

3.8 System Performance

- 3.8.1 The system shall be designed for and capable of a twenty-four (24) hour per day, seven (7) day per week operation.
- 3.8.2 Using online scheduling, search and confirmation of trip availability for any date shall be available with a maximum average response time of less than twenty (20) seconds for up to fifty (50) active workstations using the hardware and software herein
- 3.8.3 The system shall have the capacity to support over thirty thousand (30,000) riders without any appreciable degradation of overall system performance.
- 3.8.4 The system shall be able to batch schedule over three thousand (3,000) trips in less than twenty (20) minutes using the proposed system hardware and software.
- 3.8.5 At a minimum, the system must be able to support a one thousand square mile (1,000 sq. mi.) service area.

3.9 Security

- 3.9.1 The system provides the System Administrator with the following user level security features:
 - 3.9.1.1 Control over an individual user's access to specific screens and fields.
 - 3.9.1.2 Control over an individual user's access to specific commands and functions.
 - 3.9.1.3 Control over an individual user's rights to view, add, modify or delete specific data elements and records.
 - 3.9.1.4 Control over an individual user's rights to add, modify or delete screens, menus, database tables and reports.
- 3.9.2 The system provides the System Administrator with the following group level security features:
 - 3.9.2.1 Control over a group member's access to specific screens and fields.
 - 3.9.2.2 Control over a group member's access to specific commands and functions.
 - 3.9.2.3 Control over a group member's rights to view, add, modify or delete specific data elements and records.

3.9.2.4 Control over a group member's rights to add, modify or delete screens, menus, database elements, database tables and reports.

3.9.3 The system enforces the requirement for the user to change their password on a periodic basis (as defined by the System Administrator).

3.9.4 The system automatically logs users out of the RSDS when idle for a period defined by the System Administrator.

3.9.5 The system is capable of restricting concurrent logons by an individual user.

3.9.6 The system logs all log-in attempts to the RSDS (including the time, date, and ID of the PC from which the log-in was attempted).

3.9.7 The system permits the System Administrator to modify user account passwords.

3.10 Support

3.10.1 The Contractor must provide on-site technical support during the Acceptance Test and Cutover phases.

3.10.2 Technical support shall be available via toll-free phone call during all normal PCPT business and dispatch hours.

3.10.3 Technical support shall be available via e-mail, Web site resources, and onsite staff visits.

3.10.4 The Contractor shall be able to remotely monitor, diagnose, and repair the RSDS.

3.10.5 Describe the proposed application's upgrade history for the past three (3) years, including version numbers, dates of release, and major new features.

3.11 Registration/Certification

3.11.1 The system shall support on-line comprehensive rider registration for both ADA and non-ADA rider, and shall clearly delineate between the two.

3.11.2 The lists below are not all inclusive.

3.11.3 The system shall provide the following fields from day one for data collection for each rider. Fields can be added as subtracted as

referenced above for additional information gathering:

- 3.11.3.1 Rider ID
- 3.11.3.2 Rider's first, middle, last, and nickname
- 3.11.3.3 Rider's social security number (SSN)
- 3.11.3.4 Riders Medicaid ID number

3.11.4 Home and mailing Address including:

- 3.11.4.1 Name of apartment building or complex
- 3.11.4.2 Door or apartment number
- 3.11.4.3 Floor number
- 3.11.4.4 Street address
- 3.11.4.5 Nearest cross street
- 3.11.4.6 City
- 3.11.4.7 Zip code
- 3.11.4.8 Telephone number
- 3.11.4.9 Latitude and longitude
- 3.11.4.10 Date of birth
- 3.11.4.11 Sex

3.11.5 Emergency contact and caregiver/personal administrator information including:

- 3.11.5.1 Contact name
- 3.11.5.2 Relationship to rider
- 3.11.5.3 Name of apartment building or complex
- 3.11.5.4 Door or apartment number
- 3.11.5.5 Floor number

- 3.11.5.6 Street address
- 3.11.5.7 Nearest cross street
- 3.11.5.8 City
- 3.11.5.9 Zip code
- 3.11.5.10 Telephone number

3.11.6 Primary language (default to English)

3.11.7 Monthly income and source of income.

3.11.8 ADA eligibility:

- 3.11.8.1 Category (one (1), two (2), or three (3))
- 3.11.8.2 Status (temporary, permanent, or other, with a default of permanent)
- 3.11.8.3 Renewal date

3.11.9 Specific trip eligibility or conditions.

3.11.10 Registration eligibility certification information:

- 3.11.10.1 Date application received
- 3.11.10.2 Doctor verification sent and received date
- 3.11.10.3 Registration date
- 3.11.10.4 Doctor's name
- 3.11.10.5 Doctor's phone and fax number
- 3.11.10.6 Phone verification or in-person assessment
- 3.11.10.7 Intake certifier

3.11.11 Disability type (must allow multiple selections) including:

- 3.11.11.1 Visual
- 3.11.11.2 Hearing

- 3.11.11.3 Speech
- 3.11.11.4 Developmental
- 3.11.11.5 Mental/cognitive
- 3.11.11.6 Neurological
- 3.11.11.7 Cardiovascular
- 3.11.11.8 Musculo-skeletal
- 3.11.11.9 Respiratory
- 3.11.11.10 Seizure disorder
- 3.11.11.11 Other (fill in)
- 3.11.11.12 Customizable comment field with at least two hundred and fifty-six (256) characters

3.11.12 Suspension Data (Voluntary or involuntary).

3.11.13 Mobility aids. Allow multiple selection of one or more of the following:

- 3.11.13.1 Wheelchair (oversized, manual, motorized, etc.)
- 3.11.13.2 Scooter
- 3.11.13.3 Personal attendant
- 3.11.13.4 Service animal
- 3.11.13.5 Requires standing lift
- 3.11.13.6 Walker
- 3.11.13.7 Cane
- 3.11.13.8 Brace
- 3.11.13.9 Prosthesis
- 3.11.13.10 Crutches
- 3.11.13.11 Walks slowly

3.11.13.12 Oxygen

3.11.13.13 Other (fill in; must be customizable)

3.11.14 Service needs. Allow multiple selection of one or more of the following:

3.11.14.1 Curb to curb

3.11.14.2 Request door to door

3.11.14.3 Do not leave alone

3.11.14.4 Visually assured entry

3.11.14.5 Other (fill in; must be customizable)

3.11.15 Passenger specific load time allowance, in minutes, in addition to the default or standard load time allowance.

3.11.16 Multiple funding sources

3.11.16.1 Allow for a minimum of seven (7) sources per rider.

3.11.16.2 Allow for multiple sources per trip.

3.11.16.3 Allow for a rider to be assigned a separate fixed fare that overrides the default distance-based fare structure.

3.11.16.4 A starting and ending date for all funding sources the customer qualifies for

3.11.16.5 Ride limits

3.11.16.6 Percentage of payment

3.11.16.7 Preferred sponsor, if any

3.11.17 The system shall store a history of all rider transactions to include a minimum of the following:

3.11.17.1 Date

3.11.17.2 Time

3.11.17.3 User's login ID

3.11.17.4 Previous and changed values

- 3.11.18 Optional password (allows restricting changes to the rider record to those callers who know the code).
- 3.11.19 A minimum of two empty fields that are user defined.
- 3.12 Queries - Allow authorized users to query the following: (this list is not all inclusive)
 - 3.12.1 Tables of riders
 - 3.12.2 Reservations
 - 3.12.3 Trips based on user defined search parameters.
 - 3.12.4 Selection criteria must allow for the use of wildcards (“*”) in all criteria elements.
 - 3.12.5 Any and all of the fields in a record may be used in formulating a query.
 - 3.12.6 Queries must support at a minimum Boolean and arithmetic (<, >, =) operators.
- 3.13 Reservations and Scheduling
 - 3.13.1 The system shall perform booking for subscription, demand-responsive, and same day trips.
 - 3.13.2 System shall support both one-way and round trips.
 - 3.13.3 System shall be configurable by the System Administrator to accept booking requests up to a definable number of days in advance (with a range of at least seven [7] to thirty [30] days).
 - 3.13.4 The system shall facilitate research and planning by allowing easy testing of the impact of various alternatives (what if scenarios) by determining the impact of changes in the parameters (such as travel time) trip data, and assignments, using actual trip data, without changing or impacting operational data.
 - 3.13.5 Support for analyses and studies shall include but not be limited to:
 - 3.13.5.1 Display of the number of passengers per vehicle for a user-specified time interval.
 - 3.13.5.2 The number of cancellations, no shows and tardiness for

a given rider for a user specified data range.

- 3.13.5.3 Supervisors shall be able to query trips by:
 - 3.13.5.3.1 Vehicle ID
 - 3.13.5.3.2 Rider ID
 - 3.13.5.3.3 Rider Name
 - 3.13.5.3.4 Location Name
 - 3.13.5.3.5 Zone
 - 3.13.5.3.6 City
 - 3.13.5.3.7 Trip type (ambulatory, subscription, cancelled)
 - 3.13.5.3.8 Travel duration
 - 3.13.5.3.9 Travel time interval

3.14 Parameters and Data Elements

3.14.1 The system shall support the following:

- 3.14.1.1 Lists of vehicles
- 3.14.1.2 Vehicle run numbers
- 3.14.1.3 Run times (shifts)
- 3.14.1.4 Drivers (shall be able to configure or edit by the user)

3.14.2 The system shall allow Supervisors to set up and amend the daily set of available vehicles and drivers.

3.14.3 Trips are to be assigned to Operators, not the vehicle.

3.14.4 The reservations function shall record at least the following items as part of the Trip Record:

- 3.14.4.1 System login ID of the person entering, changing or deleting the reservation;
- 3.14.4.2 Trip ID

- 3.14.4.3 Rider Name
 - 3.14.4.4 Origin Address
 - 3.14.4.5 Geo Code
 - 3.14.4.6 Telephone number
 - 3.14.4.7 A field for an apartment number
 - 3.14.4.8 A field for a gate code
 - 3.14.4.9 Funding source
 - 3.14.4.10 Number of attendants
 - 3.14.4.11 Desired pickup and drop off times
 - 3.14.4.12 Promised pickup time window
 - 3.14.4.13 Initial goal pickup time
 - 3.14.4.14 Final goal pickup time as modified by continuous refinements to the daily schedule either automatically by the system or manually by the scheduler.
 - 3.14.4.15 The link via the rider ID key to the rider record should provide access to rider name, special needs flag, accessibility aids, notes, and other pertinent information.
- 3.15.5. The system shall provide multiple user defined seating/ wheelchair arrangements for each type of vehicle.
- 3.15.5.1 This must include a minimum of five (5) different arrangements to incorporate zero (0) to four (4) wheelchairs with corresponding seats.
 - 3.15.5.2 The user shall be able to insert the following at any point in the sequence of events for a vehicle and schedule the break for a predefined location.
 - 3.15.5.2.1 Break
 - 3.15.5.2.2 Meal
 - 3.15.5.2.3 Out of service activity

- 3.15.5.3 The system shall allow for preset breaks at times assigned or automatically within a user-defined time period.
- 3.15.6 The system shall support multiple boundaries based on the days and hours of fixed route service.
 - 3.15.6.1 The System Administrator should be able to specify outlying areas and addresses that are to be considered within the service area.
- 3.15.7 The system shall provide hour-by-hour cutoff of reservations when the capacity of vehicles has been reached.
 - 3.15.7.1 The system shall be configured to consider group trips wherein a large group of people is traveling from one (1) origin to one (1) destination and returning together.
- 3.15.8 The system shall alert the user when the source origin or destination of a trip is not within the ADA boundary during service hours and shall prevent the trip from being booked unless overridden by a supervisor.
- 3.15.9 The user must be able to find and fill in the address of a trip origin or destination quickly by the use of maps in an integrated GIS.
- 3.15.10 The system must have a method for selecting and using origin and destination locations without a street address, such as a street corner.
- 3.15.11 The system shall have a smart phone app that enables customers to see the location of the vehicle and an estimated time of arrival (ETA) for the operator.
- 3.15.12 If the rider's ADA eligibility is conditional, these conditions shall be prominently displayed (in a pop-up window or the like) when the rider record is selected during the process of booking a trip.
- 3.15.13 If the rider's eligibility is suspended, the rider shall not be able to have a trip booked and previously booked subscription trips shall not be scheduled.
- 3.15.14 The system shall have the capability to alert users when the number of subscription trips reaches fifty percent (50 %) or other user-defined amount of total service for any one-half hour time block.
 - 3.15.14.1 The system administrator and/or supervisor must be able to enable and disable this feature.

- 3.15.15 The system shall maintain a database of standing orders.
 - 3.15.15.1 When a subscription standing order trip is cancelled, the system must scan up to at least fourteen (14) days ahead and display other trips for this rider, then prompt the user to query the rider concerning cancellation of those trips.
- 3.15.16 The system shall prompt the user when canceling the originating portion of a round-trip to determine if the return portion of the trip also needs to be cancelled.
- 3.15.17 When the user enters a no-show for the originating portion of a round-trip, the system will automatically prompt the user whether or not to cancel the corresponding return trip, if any.
- 3.15.18 As a trip request is received, the user must be able to enter a rider name or rider I.D.
 - 3.15.18.1 The system must progressively display a match or matches as the name or ID is entered.
 - 3.15.18.2 The system will then automatically display the following information:
 - 3.15.18.2.1 Riders full name
 - 3.15.18.2.2 Verification of registration and suspension status.
 - 3.15.18.2.3 List of all other trips scheduled by the rider for the same day.
 - 3.15.18.3 If there is more than one (1) rider with the same name, the system will list those riders with their full names and addresses displayed. The user may then verify/update rider registration information and or begin scheduling.
- 3.15.19 The system shall be able to schedule trips on-line in real time and will provide continuous optimization of the existing schedules without manual intervention – but with the ability for appropriate users to manually adjust a schedule as needed.
 - 3.15.19.1 The on-line scheduling capability must be integrated with dispatch, reservations, and cancellations. It will provide rider confirmation while the rider is on the telephone line.

- 3.15.19.2 The system must be able to handle one-way, round trip, and multiple leg trips without having to re-select the rider or re-enter data for subsequent legs.
- 3.15.19.3 The system shall provide carry-over of origin and destination addresses for linked trips and provide the capability to flip the home origin and destination addresses when setting up the return leg of a round-trip.
- 3.15.19.4 The system shall be able to easily duplicate a travel request between the same origin and destination on different days (by specifying days from a pop-up calendar) or at different times.
- 3.15.20 The system must be able to book disconnected legs of a trip (in support of integration with fixed-route carriers) while maintaining their relationship as part of a complete trip.
- 3.15.21 The system must provide simplified reservations duplication for groups traveling together who have an identical origin and destination.
 - 3.15.21.1 These group reservations shall be assigned to the same vehicle to the maximum extent possible.
- 3.15.22 The system shall be able to display all reservations by a rider to facilitate individual and/or group cancellations.
- 3.15.23 Entering a rider's name whose record contains a flag shall alert the user that the rider has special needs.
 - 3.15.23.1 The trip sheet/manifest shall be configurable to optionally include "notes" associated with such riders.
- 3.15.24 The reservations function shall use caller ID to predict the appropriate rider record and display it automatically if a phone number match is found.
 - 3.15.24.1 It must also allow the user to quickly search and select a different rider record if the predicted record is not the correct one.
 - 3.15.24.2 The System Administrator must be able to enable and disable this feature.
- 3.15.25 Users must be able to classify a trip request, whether booked or not, in accordance with user-defined categories.

3.15.26 A screen must be available which will show system estimated trip lengths for all trips created.

3.15.26.1 Must be able to be viewed by individual route or by all clients for a specified date prior to trip verification / data entry.

3.15.26.2 The actual trip verification / data entry will override estimated trip lengths.

3.15.26.3 GIS must use web-based application that can estimate time and real time traffic.

3.15.27 Screens must include user-configurable color codes based on client classifications (State custody clients, mental disability clients, children, Alzheimer clients, etc.)

3.15.28 Users must be able to assign standing orders / subscription trips to a regular designated run.

3.16 Scheduling

3.16.1 The system shall support both on-line (“real time”) and batch re-scheduling modes and must allow the System Administrator to enable and disable each.

3.16.1.1 The batch rescheduling mode must be able to be restricted by security to only authorized users.

3.16.2 The system shall enable the user to easily transfer either a single trip or a block of trips from one (1) vehicle to another.

3.16.3 When trip requests are entered into the reservation system and verified, the system must allow the user two (2) options (unless the System Administrator has disabled one [1] of them):

3.16.3.1 On-line schedule – The system must display all routes built from previously scheduled trips and standing orders both graphically (via the GIS) and in tabular form. It shall default the trip assignment to the best fit vehicle, with others in a rank ordered list below it. The reservations agent should be able to book a trip without scheduling it.

3.16.3.2 Batch-Schedule – The system must queue the trip request for later batch scheduling. In the GIS, it should be displayed as an unassigned vector based on the origin and destination.

3.16.4 Trip assignment: The scheduling algorithms shall route and schedule trips according to weighted parameters. The system administrator must be able to easily modify their weights. List the available parameters and describe the method of adjusting them as follows:

- 3.16.4.1 Pick up time window;
- 3.16.4.2 Dead head time;
- 3.16.4.3 Total ride time;
- 3.16.4.4 Out of direction travel (time or total distance);
- 3.16.4.5 Shared ride;
- 3.16.4.6 Max early arrival at destination;
- 3.16.4.7 Drop-off time if an appointment;
- 3.16.4.8 Mobility aids;
- 3.16.4.9 Other mobility restrictions;
- 3.16.4.10 Space available in vehicle;
- 3.16.4.11 Assignment of runs to specified geographical zones and
- 3.16.4.12 Zone boundaries.

3.16.5 As the system builds schedules, any trips time change shall be within the original promised time window or shall still permit the rider to meet a stated appointment time.

3.16.6 In Batch/Re-batch scheduling mode, the system must generate a list of unassigned trips.

3.16.7 In the online scheduling mode, for each requested pickup or drop-off time the system shall produce a rank-ordered list of possible trips. If these are unacceptable to the passenger, the system will allow the trip to be logged on a standby list as an unassigned trip.

3.16.8 The system shall have the ability to automatically check unscheduled trips as cancellations are made and alert the dispatcher if one or more of those trips can be accommodated. The system shall allow manual adjustment of all schedules.

- 3.16.9 The system shall have the capability to maintain an open return list (will call) for passengers with an uncertain pickup time for the return leg of a trip.
- 3.16.10 The system shall have a means for dispatchers to update the manifest via the tablet when a customer is ready to be picked up.
- 3.16.11 PCPT must be able to remove a vehicle from service and have the system convert any previously assigned trips to that vehicle run to unassigned status. Additionally, the system shall allow the user to easily reassign both the block of trips and individual trips to other operators.
- 3.16.12 If the user cancels or changes a pick-up time on a route, the system shall recalculate the remaining pick up and drop off times.
- 3.16.13 Travel time: The scheduling system shall calculate trip time in order to determine the best-fit run and the ETA window. The ETA calculations shall consider bodies of water, bridges, and other obstacles to straight-line routing. Describe in detail the algorithms and parameters that are used and how they may be tailored to fit PCPT's service area.
 - 3.16.13.1 Distance between locations (straight line, Zone to Zone, turn by turn)
 - 3.16.13.2 Time necessary to board and disembark (rider-specific or based on disability type, mobility aids, etc.).
 - 3.16.13.3 Routing
 - 3.16.13.4 Vehicle speeds by vehicle type (fleet average), time of day and zone (region or street level)
 - 3.16.13.5 Total trip time
 - 3.16.13.6 Distance out of the way.
 - 3.16.13.7 Pull out penalty.
 - 3.16.13.8 Slack preservation.
 - 3.16.13.9 Backtracking.
 - 3.16.13.10 Like address matching.
 - 3.16.13.11 Deviation from requested time.

3.16.14 Average vehicle speeds used for scheduling shall be calculated based on a minimum of these factors.

3.16.14.1 Vehicle type

3.16.14.2 Time of day

3.16.14.3 Geographic boundaries between origin and destination

3.16.14.4 Geographic Zone

3.16.15 Tabular display of scheduled rides shall be fully configurable and should include at least the following columns. Describe the displays provided and different types of users would make use of them.

3.16.15.1 Trip ID

3.16.15.2 Run ID (based on vehicle ID and driver ID)

3.16.15.3 Origin

3.16.15.4 Destination.

3.16.15.5 Fare.

3.16.15.6 Rider ID.

3.16.15.7 Rider last name.

3.16.15.8 Duration.

3.16.15.9 Pick up time.

3.16.15.10 Promised pick-up time window.

3.16.15.11 Drop off time.

3.16.15.12 Funding source (bill code).

3.16.16 PCPT shall be able to freeze critical trips to ensure that the scheduling system does not modify them.

3.16.17 The system shall provide internal data checks to avoid, for example, sending a vehicle that does not meet the needs of the passenger's disability.

- 3.16.18 The system shall be able to support batch-scheduling user-selected subsets of the total list of unscheduled trips.
- 3.16.19 Schedulers shall have the ability to review, modify and approve trip sheets/manifests before they are made available to service providers.
- 3.16.20 The system shall automatically compute and apply fares that are based on trip length. If a client's fare override field contains a value (other than zero) it must supersede the computed fare. This feature must be able to be disabled by Systems Administrator.

3.17 Trip Integration

- 3.17.1 The system must be able to read fixed route bus schedule data.
- 3.17.2 The GIS must be able to read Bus Stop locations from the fixed route bus stop file and display them as icons overlaid on the maps.
- 3.17.3 When the user clicks on a fixed route segment, the GIS must read and display schedule information for that segment from a fixed route schedule file.

3.18 Customer Service

- 3.18.1 The system shall include a Customer Complaint module that supports the data entry, tracking and reporting of customer complaints, including at least these data elements:
 - 3.18.1.1 Complaint date;
 - 3.18.1.2 Complaint time;
 - 3.18.1.3 Client ID;
 - 3.18.1.4 Communication method (phone, fax, email, postal mail, in person);
 - 3.18.1.5 Incident date and time;
 - 3.18.1.6 Vehicle ID;
 - 3.18.1.7 Driver ID and
 - 3.18.1.8 Comments.
- 3.18.2 The system shall include an accident reporting module that supports the data entry, tracking and reporting of vehicle and passenger accident data, including at least these data elements.

- 3.18.2.1 Fleet;
- 3.18.2.2 Vehicle ID;
- 3.18.2.3 Driver ID;
- 3.18.2.4 Accident date;
- 3.18.2.5 Accident time;
- 3.18.2.6 Accident location;
- 3.18.2.7 Client ID;
- 3.18.2.8 Injuries/severity flag and
- 3.18.2.9 Comments

3.19 Dispatch

3.19.1 The system shall provide at a minimum these options for displaying pending pickups and drop offs, for all runs or for a specific run

- 3.19.1.1 Show all completed;
- 3.19.1.2 Show all pending and
- 3.19.1.3 Show both completed and pending.

3.19.2 The system shall provide necessary dispatching tools for making day of service operational decisions, such as same day standby trips, canceled trips, no shows, late riders, vehicle breakdowns, and open returns. The dispatcher must have the ability to easily move trips, change drivers and vehicles, and adjust the schedules.

3.19.3 The dispatch screen will be coded so that at least the following trip categories will be highlighted:

- 3.19.3.1 Cancellations and insertions occurring within the hour.
- 3.19.3.2 Runs in service that is not covered by a driver.
- 3.19.3.3 Unassigned trips.

3.19.4 For each pick-up and drop off the system shall display at least the following:

- 3.19.4.1 Vehicle number;

- 3.19.4.2 Passenger name, last name first;
 - 3.19.4.3 Number of passengers, including attendants and companions;
 - 3.19.4.4 Pickup and drop-off address;
 - 3.19.4.5 Promised arrival time window;
 - 3.19.4.6 ETA and
 - 3.19.4.7 Special needs or problem address notes.
- 3.19.5 The system must be able to alert dispatchers when a vehicle is running late (i.e. pick up or drop off more than X minutes beyond the promised time window, where X is defined by the System Administrator.) The system must also update the ETA for all upcoming stops for that vehicle and alert the dispatcher if any of the new ETA's are outside the promised time window.
- 3.19.6 The system must display a slack screen showing any open times for vehicles in service (for trip insertion). The system administrator must be able to define slack time in terms of a minimum number of minutes.

3.20 Reporting

- 3.20.1 The system shall include an Open Database Connectivity (ODBC) capable reporting tool. All standard and custom reports delivered with the system must have been built with and must be editable by PCPT staff via this reporting tool. If applicable, both the source and compiled versions of all report must be provided.
- 3.20.2 The reporting tool must allow any and all reports to be run and then displayed on screen or printed at the user's option.
- 3.20.3 The system shall allow easy post trip entry of operating data (garage times, pick up, drop off times, odometer readings, fares collected). The system must allow entering of actual odometer readings pick up and drop off times. Must be able to change bill codes at time of verification data entry.
- 3.20.4 Trips and Miles - A report that will show by agency, bill code, client individual trips, miles and costs by carrier. Then, at the end of each agency, give totals for that agency by bill code by carrier. Must be able to print by all agencies, agency specific, bill code specific or client specific. Trip costs are associated with costing structure for each bill code / agency. Report must be able to be run for a specified date

range.

- 3.20.5 Specific Bill Code Statistics- A report that will print out by specific bill code, total number of trips, miles and cost by each carrier for that bill code. Report must be able to be run for a specified date range.
- 3.20.6 Route Statistics- A report that will print out by route, totals for days worked, revenue miles, deadhead miles, vehicle miles, passenger miles, trips produced revenue hours, total hours scheduled, and passengers per hour. This should print out totals daily for each route, with totals at the end for each route, with grand total at end of report for all routes combined. This report will be able to be run by individual carrier. Report must be able to be run for a specified date range.
- 3.20.7 Performance Reports- A report that will print out by agency by bill code by client total number of trips and time range of trips. Total trips requested, total actual trips taken, number of standing order trips, number of cancellations, number of no-shows, average ride time, number of miles, p/u greater than fifteen (15) minutes, p/u greater than thirty (30) minutes, d/o greater than forty-five (45) minutes, ride time greater than one (1) hour. Report must be able to be run for a specified date range.
- 3.20.8 Individual agency / client billing summaries – A report which will print out either all clients for one agency code, bill code or individual client. It should list alphabetically by last name, first name, trip date, p/u address, d/o address, bill code, carrier, trips, miles, and trip cost. This should list totals for each client, then grand totals at end of report. If a client has more than one bill code for month, then should list it separately for each bill code. Report must be able to be run for a specified date range.
- 3.20.9 New ADA Clients by City- This report should list new ADA clients by city. They could either be completely new ADA clients or existing clients newly set up as ADA eligible. Should use entry date of bill code as determining factor. Report must be able to be run for a specified date range.
- 3.20.10 New client report- A report that will list all new clients set up. Report must be able to be run for a specified date range.
- 3.20.11 Unduplicated clients report- A report that will list unduplicated clients, total trips and miles by agency, with grand totals at end of report. Report must be able to be run for a specified date range.
- 3.20.12 No Shows and Cancellations - A report that will list by agency total number of no shows and cancellations. Should list no shows and

cancellations separately by agency with individual grand totals at end of report. Report must be able to be run for a specified date range.

3.20.13 Driver Will-Call List Report - A report that provides to the drivers with their manifests that will show all clients who will call for a ride home for that day. Should include clients name, where the p/u address is and where the d/o address is. Should also have lines for p/u time and odometer and d/o time and odometer.

3.20.14 Driver Manifest/Trip Sheet Report – A report including, but not limited to the following:

3.20.14.1 Date

3.20.14.2 Drivers ID

3.20.14.3 Vehicle number

3.20.14.4 Pullout time

3.20.14.5 Rider ID

3.20.14.6 Rider name

3.20.14.7 Pick up and drop off times (both the time window and the goal time within it.

3.20.14.8 Pick up and drop off addresses with common names

3.20.14.9 Apt. number

3.20.14.10 Fare

3.20.14.11 Special concerns (disability, mobility, and rider notes)

3.20.14.12 Seating requirements

3.20.14.13 Special pick up location information

3.20.14.14 Must also include adequate lines/space for the driver to record:

3.20.14.14.1 Actual “vehicle arrived” and “passenger boarded/exited” pick up and drop off times.

3.20.14.14.2 Fare received;

- 3.20.14.14.3 Beginning and ending mileage and
- 3.20.14.14.4 A comment field for each rider.
- 3.20.14.15 The manifest must also include any warning messages pertinent to a portion of the trip.
- 3.20.15 Trip sheets/manifests must be formatted with color codes to permit quick recognition of state custody clients, mental disability clients, children, Alzheimer clients, and others.
- 3.20.16 The system shall allow Supervisors to customize the layout and appearance of trip sheets/manifests including such elements as:
 - 3.20.16.1 Fonts
 - 3.20.16.2 Line spacing
 - 3.20.16.3 Margins
 - 3.20.16.4 Color/shading
 - 3.20.16.5 Layout
- 3.20.17 Trip sheets/manifests must be configurable to support character boxes for driver data entry so that forms are “scanner friendly”. Describe any experience implementing scan able trip sheets/manifests.
- 3.20.18 Passengers per Hour Report: A report that will print out by route for specified carrier number of trips for each route and the number of passengers per hour. Should be listed individually by route with grand totals at end. Report must be able to run for a specified date range.
- 3.20.19 The system shall allow users to select clients based on user selectable query criteria, then export tab-delimited data files of selected fields in support of mail-merge labels, letters and other mailings regarding no shows, excessive cancellations, and ADA renewal.
- 3.20.20 The reporting tool shall allow authorized users to create new and to edit existing report formats using any database fields available at their security level.
- 3.20.21 For the OAA Grant, a report that is generated quarterly that indicates counts of passengers meeting the following criteria:
 - 3.20.21.1 Total unduplicated passengers;

- 3.20.21.2 Age sixty (60) or older with greatest social need, which means a field describing whether the customer lives alone;
 - 3.20.21.3 Age sixty (60) or older with greatest economic need which means U.S. poverty guidelines and income limits summary for those who are very low income, extremely low income, and low income. The income limits are based on the Tampa – St. Petersburg – Clearwater, FL MSA;
 - 3.20.21.4 Age sixty (60) or older minority, which means persons who are defined as minority based of Federal guidelines;
 - 3.20.21.5 Age sixty (60) or older low-income minority, which is a combination of the poverty level guidelines and minority status;
 - 3.20.21.6 Age sixty (60) or older who are rural, which means the census designated places and towns of Land O’ Lakes, Dade City, Lacochee, San Antonia, Central Pasco, Wesley Chapel, Shady Hills, Odessa, and Trinity;
 - 3.20.21.7 Age sixty (60) or older limited English proficiency, which means a field to describe the customers preferred language and
 - 3.20.21.8 Age sixty (60) or older whom are at risk for placement, which means people who attend day care wherein they need extra attention.
- 3.20.22 Reports are to be auto generated on a quarterly basis for the local service provider (LSP) grant and the OAA (Title IIIB) grant.
- 3.20.23 Reports for the TD Grant and National Transit Database (NTD) will be supplied upon award.
- 3.20.24 System has the capability to generate any and all customized, self-defined reports. PCPT will retain the vendor to prepare at least ten (10) custom reports per year if a custom, self-defined user report is not possible.

4.0 SCOPE OF SERVICES

- 4.1 This Scope of Services outlined below describes the general work and responsibilities the selected Contractor will be expected to perform for paratransit registration, scheduling and dispatch software.

- 4.1.1 The successful Contractor shall provide, install and configure for PCPT a comprehensive, turnkey, fully integrated suite of Paratransit Registration, Scheduling & Dispatch Software (RSDS) covering the general functional areas and specific requirements described below.
- 4.1.2 PCPT is open to new features and technologies not directly addressed by the functional requirements detailed in this RFP. Contractors are encouraged to identify and propose enhancements in processes and technology that would be advantageous to PCPT.
- 4.2 Contractor's General Obligations – The Contractor shall furnish the following items and services, as well as any additional items and services described in this RFP, and are required to perform all described functions:
 - 4.2.1 Work Plan with project schedule and significant milestones.
 - 4.2.2 System engineering and design
 - 4.2.3 Identification of the optimal hardware and system software requirements for PCPT – provided scheduling system server(s) and workstations.
 - 4.2.4 All application software required to implement the functional capabilities of these Specifications.
 - 4.2.5 Initialize the scheduling system database with the following:
 - 4.2.5.1 All digital maps
 - 4.2.5.2 PCPT service provider and client data
 - 4.2.5.3 PCPT bus schedules;
 - 4.2.5.4 Stop locations
 - 4.2.5.5 Landmark locations
 - 4.2.5.6 Service Provider parameters
 - 4.2.5.7 Fleet information
 - 4.2.6 Integration of all hardware, software, and firmware into an operational scheduling system.
 - 4.2.7 Testing of all functional capabilities of the scheduling system.

- 4.2.8 Packing, shipment, insurance, and delivery of all components to PCPT FOB to Pasco County, FL.
 - 4.2.9 Field-testing of the scheduling system after installation.
 - 4.2.10 All needed engineering and technical support until Final Acceptance.
 - 4.2.11 Complete documentation for all Contractor-provided training and software.
 - 4.2.12 Configuration management of all software and documentation.
 - 4.2.13 Onsite training of PCPT and Service Provider personnel.
 - 4.2.14 Project management and control, including periodic progress meetings with, and reporting to, PCPT staff.
 - 4.2.15 Maintenance and support of the scheduling system for all subsequent Technical Support periods.
 - 4.2.16 Internet security policies and procedures to ensure the security and safety of customer information.
- 4.3 PCPT's General Obligations
- 4.3.1 PCPT has computers and software conforming to a Microsoft Office environment. PCPT will supply the following items and services, as appropriate:
 - 4.3.1.1 Information and data needed by the Contractor to configure the scheduling system including clients, trip histories, fleet descriptions, landmark locations, constraints, labor rules, and other related information.
 - 4.3.1.2 Review and approval of the Contractor's design.
 - 4.3.1.3 Review and approval of all Contractor-configured displays and reports.
 - 4.3.1.4 Review and approval of the Contractor's test plan and procedures.
 - 4.3.1.5 Review of scheduling system documentation.

4.3.1.6 Participation in testing and training.

4.4 Project Management

4.4.1 Both the Contractor and PCPT will supply their own Project Management for the length of this Agreement.

4.4.1.1 The Contractor's project manager assigned to this project shall have the authority to make commitments and decisions that are binding on the Contractor.

4.4.1.2 All communications between the Contractor and PCPT shall be coordinated through the Project Managers.

4.4.2 The Contractor's Project Manager will be responsible for at least the following:

4.4.2.1 Providing periodic updates to the Work Plan as needed. Changes to the Work Plan are subject to approval by PCPT's Project Manager.

4.4.2.2 A minimum of monthly (more as needed) updates to the Project Schedule component of the Work Plan.

4.4.2.3 Submission of written project status reports detailing progress toward fulfilling objectives in the Work Plan and its project schedule, and highlighting critical items needed to accomplish the installation by the timeline on a monthly basis.

4.4.2.4 Coordination of project resources and work so that milestones are met in an efficient manner.

4.4.2.5 Tasks will be laid out to minimize implementation time and cost while taking into consideration resource and time constraints such as PCPT staff availability.

4.4.2.6 The Contractor and PCPT Project Managers will ensure that individuals performing tasks have appropriate skill levels and credentials.

4.4.2.7 Coordination of Contractor and any subcontractor activity.

4.4.2.8 Coordination of all required deliverables including data conversion, documentation and training as required herein.

4.4.2.9 Attending PCPT meetings as requested by PCPT's Project Manager.

4.5 Progress Reports

4.5.1 The Contractor shall prepare at least one (1) progress report each month based on the following requirements from PCPT.

4.5.1.1 The report shall be made available to PCPT at least three (3) business days prior to each monthly progress review meeting in both printed format and electronically.

4.5.2 Progress reports shall include the following items:

4.5.2.1 An updated project schedule with explanations of any deviations from the planned delivery schedule which must include the anticipated impact of any delays and a plan for returning to the target schedule. All delays shall be factored into the project schedule as soon as the Contractor's project manager is aware of them.

4.5.2.2 The Contractor shall highlight all changes to the schedule since the last progress report. Proposed schedule changes are subject to the review and approval of PCPT.

4.5.2.3 An updated documentation schedule highlighting the documents to be transmitted for review during the next two (2) reporting periods.

4.5.2.4 An updated list of Contractor and PCPT action items with status and required resolution dates.

4.5.2.5 A summary of pending and upcoming Contractor and PCPT activities during the next two (2) reporting periods along with required completion dates. Where appropriate, both goal and "drop dead" completion dates may be identified.

4.5.2.6 The status of unresolved contract questions and change requests.

4.5.2.7 A description of current and anticipated project problem areas or risks and recommended steps to be taken to resolve each problem.

4.6 Weekly Conference Calls

4.6.1 The Contractor's Project Manager shall participate in weekly conference calls with PCPT's Project Manager, who will coordinate with other PCPT staff as needed.

4.6.2 The purpose of these conference calls shall be to review any technical, schedule, action item, deliverable, coordination, or project management issues that need to be discussed in order to help keep the project on schedule.

4.6.3 These conference calls shall be scheduled for a mutually agreeable time, preferably at the same day and time each week.

4.6.4 These conference calls will be conducted informally, and both the Contractor and PCPT may propose topics to be discussed each week.

4.6.5 A conference call for any given week may be canceled if both Project Managers agree to do so.

4.7 Progress Review Meetings

4.21.1 Progress Review meetings shall be scheduled monthly, or as agreed upon by both Project Managers.

4.21.2 Both Project Managers will attend these meetings, plus any additional staff as needed.

4.21.3 Progress meetings shall be used to review the following:

4.21.3.1 Progress Reports;

4.21.3.2 Written correspondence exchanged since the last meeting and

4.21.3.3 Any open action items.

- 4.21.4 The first meeting between PCPT and the Contractor must include a review of the final Work Plan after its approval by PCPT's Project Manager.
- 4.21.5 All progress meetings shall be held at PCPT's offices.
- 4.21.6 The Contractor will record the minutes of each meeting and will promptly forward a copy to PCPT for review.

4.22 Implementation

- 4.22.1 This effort encompasses the following:
 - 4.22.1.1 System Design
 - 4.22.1.2 Installation of new software
 - 4.22.1.3 Conversion and input of historical client, trip, and billing data
 - 4.22.1.4 Training
 - 4.22.1.5 Documentation and project management through cutover and formal acceptance

4.23 System Design

- 4.23.1 System must meet PCPT's stated requirements.
- 4.23.2 RSDS configuration should be able to be done mostly or wholly through tables and configuration files.
 - 4.23.2.1 Source-code-level customization is not the preferred approach.
- 4.23.3 The Contractor shall demonstrate its system (in standard form) to PCPT and other staff within thirty (30) days of Notice to Proceed (NTP) on computer equipment supplied by the Contractor.
 - 4.23.3.1 The demonstration shall be sufficient to expose staff members to the Contractor's standard software capabilities and to identify PCPT's specific tailoring to be undertaken by the Contractor to comply with contract requirements.

4.23.3.2 The demonstration will provide staff members with the opportunity for hands-on experimentation of standard software capabilities to clarify its configuration requirements based on the capabilities of the existing system.

4.23.3.3 This demonstration is for familiarization purposes and should not hinder the installation process. This demonstration will allow PCPT to start developing the different items the Contractor will need to move the installation forward in an expeditious manner with minimal delays from PCPT.

4.23.4 The systems design phase at a minimum must identify the following:

4.23.4.1 PCPT' s preferred terms and abbreviations for screens and reports;

4.23.4.2 Common modes of operation and

4.23.4.3 Preferred parameters for routing and scheduling algorithms.

4.24 Installation

4.24.1 The RSDS must be installed, configured and tested in parallel with the current system without interfering with existing paratransit operations.

4.24.2 The Contractor will be expected to advise on the installation and setup of systems software.

4.24.3 The Contractor will be expected to either lead or advise extensively on the installation & configuration of both the server and client components of the RSDS.

4.25 Data Conversion

4.25.1 The new system may not be brought on-line in place of the current system until initially populated with all relevant legacy data from the current RSDS system in place (Routematch). Legacy data includes the following:

4.25.1.1 Client Records;

4.25.1.2 Billing Codes;

- 4.25.1.3 Common trip origins and destinations and
- 4.25.1.4 Any needed historical ride data as determined by a Pasco County Representative (PCR).

4.26 Emergency Management

- 4.26.1 Emergency Management is an extremely important function of PCPT.
- 4.26.2 PCPT plays a vital role during emergency events and situations. When an event such as a hurricane occurs, all two thousand seven hundred (2,700) Pasco County employees are deployed in service to County residents for the duration of the event.
- 4.26.3 PCPT is part of Emergency Support Function Number 1 (ESF #1) which is designed and structured to provide transportation emergency management and resource support to assist in domestic event and incident management. Activities within the scope of ESF #1 functions include:
 - 4.26.3.1 Processing and coordinating requests for transportation support.
 - 4.26.3.2 Reporting damage to transportation infrastructure as a result of the incident.
 - 4.26.3.3 Coordinating alternate transportation services.
 - 4.26.3.4 Coordinating the restoration and recovery of the transportation infrastructure.
 - 4.26.3.5 Coordinating and conducting activities under the direct authority of FDOT elements in the ESF#1 area.
 - 4.26.3.6 Coordinating and supporting the preparedness, response, recovery and mitigation activities necessary to support the state's transportation infrastructure.
- 4.26.4 During and after an event, PCPT is responsible for evacuating residents to a local shelter, evacuating people who are stranded on major highways, and transporting people with special needs as defined by the Emergency Operations Center (EOC).

- 4.26.5 The system, as designed, must enable dispatchers to be able to build manifests in real time. Calls come into PCPT or the Emergency Service responders. PCPT staff then assigns trips to the dispatchers. Dispatchers then assign trips to operators.
- 4.26.6 It is critical that there will be two (2) databases.
 - 4.26.6.1 One (1) for regular day to day operations.
 - 4.26.6.2 One (1) for emergency management, to be utilized as needed.
- 4.26.7 PCPT is revising its customer paratransit application to ask if customers need transport in the event of an emergency.
 - 4.26.7.1 This will allow each rider to be placed into a database that will seek them out in the event of an emergency.

4.27 Training

- 4.27.1 PCPT requires all staff having access to the system be fully trained on-site on the new system prior to system cutover in order to minimize service disruptions. This includes but is not limited to the following:
 - 4.27.1.1 Dispatchers;
 - 4.27.1.2 Supervisors;
 - 4.27.1.3 Paratransit Operators and
 - 4.27.1.4 Information System Staff (This position must be trained on all aspects of installation, update, administration and maintenance of the RSDS).
- 4.27.2 All Training required for successful cutover to and operation of the new system must be provided as part of the package price.
- 4.27.3 PCPT's Project Manager will deem training complete and sufficient only when all users are competent and comfortable using the system in a production environment.
- 4.27.4 All training will be performed in a location proximate to the current PCPT office on Galen Wilson Boulevard in Port Richey and McKendree Road in San Antonio, FL.
- 4.27.5 The Contractor shall provide training in a manner that is consistent with the contractors Work Plan schedule.

- 4.27.6 Training of Dispatchers and Supervisors shall occur as close as possible to the time that the system is installed in the field.
 - 4.27.7 The Contractor shall refine the training schedule in consultation with PCPT' s Project Manager after contract award.
 - 4.27.8 The Contractor's Training staff should plan to spend a negotiated time (outlined in the cost proposal) on-site after system cut-over to assist PCPT and Service Provider staff in producing workable schedules.
- 4.28 At least five (5) types of training classes are required, as follows:
- 4.28.1 System Administrator: This category of user will be the on-site manager. They may periodically train and assist users at other levels. Staff members fully versed in all functions and able to:
 - 4.28.1.1 Assign security to all other classes of users
 - 4.28.1.2 Make additions, changes, or deletions to the system
 - 4.28.1.3 Perform audit tracking
 - 4.28.1.4 Interpret and respond to all system error messages
 - 4.28.1.5 Monitor system usage from a remote site
 - 4.28.1.6 Install applications software for new users
 - 4.28.1.7 Install patches and system updates
 - 4.28.1.8 Use software configuration management tools
 - 4.28.1.9 Perform sophisticated data queries
 - 4.28.1.10 Maintain system integrity
 - 4.28.2 Certification/Registration: Personnel from the Agency's office performing rider Certification/ Registration.
 - 4.28.3 Scheduling & Dispatch: Personnel from the Agency's office and three (3) Service Providers checking vehicle status and riders estimated time of arrivals (ETAs), adjusting and optimizing schedules, and dispatch functions.

- 4.28.4 Reports and Database Queries: Personnel with primary interest in performing queries, creating, editing and running reports.
 - 4.28.5 Fiscal Operations: Personnel performing the Fiscal aspects to PCPT and the requirement for fiscal reporting and reimbursement from funding sources.
 - 4.28.6 PCPT will require thirty (30) licenses for both operational and fiscal staffs.
- 4.29 Post-Installation Training
- 4.29.1 As new staff is hired, periodic training by a System Administrator will be required.
 - 4.29.2 The Contractor will have available a refresher course for each category of user. The cost of this will be provided in the ongoing maintenance portion of the cost proposal and will be broken out as 'on-site' and webinar pricing. As travel costs are extremely variable over a year, the costs will be for the actual service, not the travel costs. The travel costs will be negotiated at the time of service request. There is no guarantee that PCPT will use this service, but PCPT still requests the service is negotiated ahead of time.
 - 4.29.3 The timing and/or content of this course may be coordinated with training required in support of new and/or changed features due to a software update.
 - 4.29.4 The cost of this training is to be included for the initial and subsequent contractual years.
 - 4.29.4.1 Costs breakouts will highlight both onsite and web-based training.
- 4.30 Instructors
- 4.30.1 The principal instructors provided by the Contractor and any subcontractors shall have extensive experience in the system and previous experience teaching the RSDS software.
 - 4.30.2 The instructors shall demonstrate a thorough knowledge of the material covered in the courses and familiarity with the training manuals, system documentation tools, and training aids used in the courses.

- 4.30.3 When prerecorded lectures or other video presentations are part of a training course, the lecturer or a qualified substitute shall supplement the recorded material.
- 4.30.4 For in person training, a qualified instructor shall present all material specific to this procurement in person. If this is via webinar, all material will be available prior to the training.
- 4.30.5 PCPT maintains the right to review and approve all instructors.
 - 4.30.5.1 Should an instructor prove unsatisfactory to PCPT, the Contractor must provide a suitable replacement

4.31 Manuals and Equipment

- 4.31.1 The Contractor or subcontractors shall prepare training manuals and submit them to PCPT for review prior to the start of classroom instruction.
 - 4.31.1.1 The training manuals shall be prepared specifically for use as training aids; reference, maintenance and user's manuals may be used as supplementary training material but not as the primary training manual.
 - 4.31.1.2 Principal documents used for training shall be tailored to reflect all PCPT software and user requirements.
 - 4.31.1.3 Upon completion of each course, instructor's manuals, training manuals, and training aids shall become the property of PCPT.
 - 4.31.1.4 As part of the delivered system documentation and the final documentation, the Contractor shall supply PCPT with all changes and revisions to the training manuals and other training documentation.
 - 4.31.1.5 PCPT reserves the right to copy all training manuals and aids for use in subsequent PCPT training courses.
 - 4.31.1.6 Training and reference materials such as handbooks, operations procedures, etc. may need to be made available in accessible format, including Braille, large print, audio tape, and electronic formats.

4.31.2 The Contractor shall furnish for use during training courses all special tools, equipment, training aids, and any other materials required to train course participants.

4.31.2.1 The number of special tools and other training equipment shall be adequate for the number of participants attending the course.

4.32 Documentation

4.32.1 The proposer shall provide complete documentation of the RSDS.

4.32.1.1 Documentation shall be prepared to meet all PCPT' s needs as outlined in this proposal.

4.32.1.2 All documentation shall explain the proposed system operation, system parameters and all other aspects in sufficient detail that a user will be able to figure out the information needed to operate or define what the parameter accomplishes.

4.32.1.3 PCPT reserves the right to reject documents that do not meet PCPT' s needs.

4.32.1.4 Each document shall be identified in such a way that the Contractor and PCPT can determine what document is referenced.

4.32.1.5 Where a document is revised for any reason, a number, date, and subject in a revision block along with an indication of official approval by the Contractor's project manager shall indicate each such revision.

4.32.1.6 This section cannot cover all aspects of documentation and operational issues that will need to be covered in said documentation. PCPT expects the Contractor to use common, well defined, industry standards pertaining to software and technical documentation.

4.33 Documentation and Software Inventory

4.33.1 The Contractor shall develop and maintain two (2) inventory lists:

4.33.1.1 An inventory of all software, including

- 4.33.1.1.1 Manufacturer
- 4.33.1.1.2 Product
- 4.33.1.1.3 Version
- 4.33.1.1.4 Purpose
- 4.33.1.1.5 Installed location

4.33.1.2 An inventory of all documents, including:

- 4.33.1.2.1 Product
- 4.33.1.2.2 Version
- 4.33.1.2.3 Document title
- 4.33.1.2.4 PCPT document number

4.33.2 Documents shall be maintained by the Contractor through Final Acceptance of the RSDS and copies provided upon request of PCPT's Project Manager.

4.33.3 PCPT requires a copy of all final Contractor-supplied documentation in a file format compatible with commercially available Microsoft Windows. Adobe Acrobat software, such that it can be maintained and updated.

4.33.3.1 Final documentation shall be easily reproducible by PCPT, and PCPT shall be granted the rights to reproduce any document supplied under this contract for its own needs.

4.34 Documentation Schedule

4.34.1 All RSDS documentation shall be provided during project implementation for PCPT review or approval shall be provided within one month after Notice to Proceed (NTP).

4.34.1.1 Ten (10) business days shall be allotted for PCPT staff to review documents.

4.34.1.2 The initial schedule shall assume that a minimum of two (2) revisions of each document will be required prior to approval.

4.34.2 The review and approval of documents and the impact on the start and finish of succeeding activities shall be consistent with other activities in the project schedule. For example, Acceptance Testing should not be shown to start until after the finish date for Data Conversion and finalization of the Test Plan. Documentation revisions should not interfere with the installation

schedule of the project and last beyond the installation of the system.

4.35 System Documents

4.35.1 System documents are those that describe the RSDS in technical detail. They will be used by System Administrators to re-install, upgrade and manage the system and to identify & solve problems.

4.35.2 System Administrators Guide

4.35.2.1 A System Administrator's Guide shall be provided that details both the server and workstation installation, management and troubleshooting of the RSDS.

4.35.2.2 High-level software subsystem block/flow diagrams shall be included to enhance the reader's understanding of the overall capability of the RSDS.

4.35.2.3 Screen shots of both the RSDS and Database Management System (DBMS) administration/configuration screens shall be included wherever possible.

4.35.2.4 At least these elements shall be included:

4.35.2.4.1 Architecture

4.35.2.4.2 Security rights required to install and run the application

4.35.2.4.3 Required and recommended installation parameters

4.35.2.4.4 Purpose of folders and important files

4.35.2.4.5 Configuration options and the items to consider when selecting each one

4.35.2.4.6 Deployment of updated clients

4.35.2.4.7 Backup considerations

4.35.3 Database Design Document

4.35.3.1 Database design documentation shall be provided that completely describes both the logical and physical structure of the RSDS database. Note that this requirement is for a complete and

thorough description of the physical and logical database schema. This will permit PCPT staff to develop and maintain interfaces between the RSDS database and other applications subsequent to project completion and will facilitate the development of custom reports.

- 4.35.3.2 The documentation shall define and describe the individual elements (files, tables and fields) and the relationships between them.

4.36 User Documents

- 4.36.1 User documents are those that describe the RSDS hardware and software from an end-user's point of view. All primary RSDS users must be provided with at least the following printed user documentation.

- 4.36.2 Users Guide

- 4.36.2.1 Should be in a tutorial format.

- 4.36.2.2 All typical screens and options must be described.

- 4.36.2.3 Screen shots from the RSDS should be used generously.

- 4.36.2.4 Sample scenarios should be included.

4.37 Reference Guide

- 4.37.1 Will serve as the authoritative source of user information regarding the RSDS.

- 4.37.2 All screens and options must be described.

- 4.37.3 Screen shots from the RSDS should be used generously.

4.38 Quick Reference Card

- 4.38.1 Quick Reference card or sheet must be provided.

- 4.38.2 Several versions should be provided, each tailored for a specific functional area.

- 4.38.3 Shall be provided to PCPT for review early enough so that they can be finalized prior to training.

4.39 Acceptance Test

- 4.39.1 Will occur on-site.
- 4.39.2 Will include appropriate Contractor and PCPT staff.
- 4.39.3 Will occur at a time agreeable to both the Contractor and PCPT.
 - 4.39.3.1 Tests conducted by the Contractor may not prevent the operation of existing systems or cause system interruptions unless previously approved by PCPT.
- 4.39.4 Will exercise all system components according to the Test Plan section of the Work Plan.
- 4.39.5 Will be designed to simulate PCPT' s production environment.
- 4.39.6 Acceptance Testing cannot begin until data conversion and system configuration tasks are complete.
- 4.39.7 PCPT will supply one week's actual ride data in electronic form, which the Contractor will import and use for all system testing.
 - 4.39.7.1 Requires the successful on-line scheduling of this one week's worth of "past actual" PCPT data.
 - 4.39.7.2 Will use PCPT rider and Service Provider vehicle & driver data, system parameters, and local maps.
- 4.39.8 Acceptance testing will include the comprehensive testing of the following:
 - 4.39.8.1 Data conversion completeness and validity.
 - 4.39.8.2 Functional requirements.
 - 4.39.8.3 Reporting functions.
 - 4.39.8.4 System requirements.
 - 4.39.8.5 Software requirements.
 - 4.39.8.6 Hardware.
 - 4.39.8.7 Interfaces with external systems.

- 4.39.9 Contractor and PCPT staff shall work together to fine-tune system parameters until both the on-line and batch scheduling approaches consistently produce schedules which are at least as efficient as those produced by the current system with the same data as measured by:
 - 4.39.9.1 Realistic travel times as determined by PCPT staff familiar with local geography, drivers' ability, and traffic conditions.
 - 4.39.9.2 Trip assignments that are as productive (measured in terms of passengers/hour).
 - 4.39.9.3 Amounts of slack time, vehicle runs, miles and hours.

4.40 Acceptance Test Records

- 4.40.1 The Contractor will maintain complete records of all test results.
- 4.40.2 The records shall be keyed to the steps enumerated in the test procedures.
- 4.40.3 Contractor shall prepare a variance report each time a deviation from specification requirements or the Contractor's design is detected.
 - 4.40.3.1 Variance reports shall be collected and maintained by the Contractor's Project Manager.
 - 4.40.3.2 The Contractor shall document actions taken to correct variances.
 - 4.40.3.3 Sufficient information shall be provided to enable a PCPT representative to determine the need for re-testing the function, for testing interaction with any previously tested function, and for updating appropriate documentation because of the corrective action.
 - 4.40.3.4 PCPT must approve variance corrections that would result in a change to an approved document prior to their implementation by the Contractor.
 - 4.40.3.5 Variance report shall be completed when Contractor and PCPT representatives

acknowledge, by signatures, correction of the variance.

4.40.3.6 Variance reports shall be available to PCPT at all times.

4.40.3.7 The Contractor shall maintain and periodically distribute (frequency of distribution based on testing activity) a variance summary that lists for each variance, the variance number, functional identification, variance class, and current status.

5.0 Project Schedule

5.1 When defining the RSDS project schedule, the Contractor shall observe and include the following requirements and milestones:

5.1.1 The refined project schedule shall be provided within one month after NTP.

5.1.2 A complete list of training classes, software, and documentation deliverables shall be provided within two months after NTP and shall be included on each update to the project schedule.

5.1.3 The Contractor shall submit a recommended schedule for all proposed training courses within three (3) months after NTP.

5.1.3.1 Scheduling of courses shall be coordinated with other activities in the project schedule.

5.1.4 System readiness for Acceptance Test by PCPT shall occur no later than four (4) months after NTP.

5.1.5 The project schedule shall also include these events, as appropriate:

5.1.5.1 Contractor activities;

5.1.5.2 PCPT Activities;

5.1.5.3 Documentation schedule;

5.1.5.4 Training schedule and

5.1.5.5 Proposed progress payment schedule (Cost Proposal Worksheets).

5.1.6 The project schedule shall be an accurate representation of the progress and planned activities for the RSDS project.

5.1.7 The Contractor shall maintain the schedule using their preferred project management software (ideally a product with capabilities similar to those in Microsoft Project), and shall furnish an electronic copy to PCPT' s Project Manager upon request.

6.0 Hardware and Systems Software Specification

6.1 Proposers shall include in their Technical Proposal a specification detailing all hardware and ancillary systems software necessary to implement and support their proposed RSDS.

6.2 The specification should identify the optimum configuration, not the minimum, given the Contractor's understanding of the industry usage patterns for a system of this size.

6.3 PCPT is pursuing a cloud-based option; however, PCPT will need to know the specifications for any proposed system.

6.4 If there is not a requirement for any of the items detailed below, the Contractor will indicate that in their proposal documents.

6.5 If there is a specific computer workstation hardware setup needed to operate the RSDS, the Contractor will detail the requirements in the proposal.

6.6 The specification must detail (if needed):

6.6.1 The number and types of servers (including CPU type, quantity & speed; disk size, type & configuration; RAM; etc.).

6.6.2 The required or preferred operation system (OS).

6.6.3 The number and types of workstations for each type of system user.

6.6.4 The required or preferred OS for each workstation.

6.6.5 Any required or suggested COTS software (e.g. server backup and report writing software).

6.6.6 All readily available commercial products required for operation (i.e. Microsoft Excel or Adobe Acrobat Reader for report display) but the RSDS component itself.

6.7 Proposers must include a complete specification to permit PCPT to procure and install equipment in a timely manner.

- 6.8 Items that require further discussion should be clearly identified in the proposal.

7.0 TIMELINE

Offerors should review and become familiar with the Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of the Offeror to check for any changes. All changes to the Timeline will be made through an addendum to this RFP and posted on Florida Purchasing Group (floridabidsystem.com).

All responses will be evaluated at the initial Evaluation Committee meeting. The Offerors shortlisted at this meeting may be required to give oral presentations to the Evaluation Committee on the date listed below.

The County reserves the right to begin negotiations with the top ranked firm after the evaluation phase is complete. The County also reserves the right to discontinue the negotiations with the top ranked firm and to begin negotiations with the next highest ranked firm and so on if a contract cannot be reached with the top ranked firm within thirty (30) days after such negotiations begin.

SCHEDULE	DATE/TIME
Issue Request for Proposal	6/15/2020
Deadline for Questions	7/14/2020
Proposal Submittal Due Date and Time	7/28/2020, 2:00 p.m.
Evaluation Committee Meeting (Public Meeting)	TBD
Responding Firms Oral Interview/ Presentations, If Necessary	TBD
Board Approval of Selection and Award (subject to change)	TBD

RESPONSE FORMAT

The following information shall be submitted in all Proposer responses in the format as specified herein. Each proposal submitted will be evaluated impartially against the same set of criteria. Failure to submit the requested information in this format will result in a reduction. To ensure fair and equitable evaluation, proposals should not exceed fifty (50) single sided pages. Coversheets, tab pages, attachments and required forms will NOT count towards the total page limit. Proposals must be organized into the following separate sections:

TAB A: STATEMENT OF INTEREST, INTRODUCTION & EXPERIENCE

The responding firm shall provide a letter, on letterhead, which serves as a statement of interest and introduction to the submittal. The letter shall include a disclosure of any potential conflict of interest that your firm may have due to other clients, contracts or property interests in this project.

List in detail the members of your project team and the expertise each will bring to the project.

Proposer shall provide a list of experience for the past five (5) years for work of similar size and scope. Experience beyond this requirement may be provided but does not guarantee additional points will be awarded. Information provided for each client shall include the following:

- Client name, project manager name, address, telephone number and email address.
- Description of project or services.
- Time period of the project or contract.

Failure to provide complete and accurate client information, as specified herein, may result in disqualification of your proposal.

TAB B: PROJECT UNDERSTANDING AND IMPLEMENTATION

Describe your understanding of the project and requirements necessary for proper completion of the work proposed. Provide a narrative explaining your approach and fully describe any work to be performed by the County and/or County staff.

TAB C: MINIMUM REQUIREMENTS: SECTION 3.0, 5.0, & 6.0

Describe your understanding of the requirements listed in Section 3.0, 5.0. and 6.0 as well as requirements necessary for proper completion of the work proposed. List the minimum required hardware requirements that are needed to run the provided software.

TAB D: SCOPE OF SERVICE SOLUTIONS: SECTION 4.0 & 5.0

Describe how the Contractor will perform the required tasks set forth in Section 4.0.

Provide synopsis of your firm's current workload and how it will or will not affect the project. Provide a preliminary design and project schedule (timeline). What steps will your firm take to ensure that the project is completed in a timely manner? Describe what steps your firm will take to provide cost effective design solutions.

TAB E: TESTING SUPPORT & TRAINING: SECTION 4.0

Describe any and all relevant support / training as outlined in Section 4.0.

TAB F: PRICING

Proposers shall include a description of the pricing approach, whether as hourly rates for the project team members with a not to exceed amount, or a lump sum(s) for phases, if desired, as determined by the Proposer, or other pricing approach described by the Proposer. The description of the pricing approach shall include a description of whether expenses are included or whether they are in addition to the pricing proposal, and the type of expenses anticipated and the rate at which they will be billed.

Pricing will be evaluated and scored based on the best overall value for the scope of services requested under this solicitation.

- NOTE: The County reserves the right to further negotiate fees with the selected Proposer.

TAB G: REQUIRED FORMS (ATTACHMENTS) TO BE SUBMITTED WITH THE PROPOSAL

1. OFFEROR INFORMATION/CERTIFICATION FORM AND NOTARY ACKNOWLEDGEMENT
2. ADDENDUM ACKNOWLEDGEMENT
3. FEDERAL CERTIFICATIONS
4. PUBLIC ENTITY CRIMES
5. AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF PASCO COUNTY EMPLOYEES
6. VENDOR INFORMATION FORM – Required only of selected Proposer.

NOTE: THE SELECTED PROPOSER WILL ALSO BE REQUIRED TO PROVIDE ATTACHMENT 6 (VENDOR INFORMATION FORM/W-9) PRIOR TO BOARD AWARD OF THE CONTRACT.

END OF RESPONSE FORMAT

REVIEW AND ASSESSMENT

Offerors will be evaluated using the criteria and methodology set forth below. Offerors submitting a response to this solicitation may be required to give an oral presentation to County representatives to clarify or respond to additional questions relating to the proposals received. These questions are not the sole determining factor in the ranking criteria for oral presentations but rather are simply used to help clarify or provide any additional information needed related to the written proposals. The decision whether to have oral presentations will be made during the initial Evaluation Committee Meeting, unless otherwise indicated in the RFP. The County's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The County does specifically reserve the right to award a contract to provide the services specified herein based on the initial written proposals submitted without oral presentations. If no oral presentation is required, the recommendation for award will be based on the numerical score assigned to each proposal based on the criteria listed below. The highest numerical score of all of the Offerors, when all Evaluation Committee member scores are added together, will be the recommended first ranked Offeror. The second-highest score will be the recommended second rank Offeror, and so on.

Should the Evaluation Committee elect to hear oral presentations, it has the discretion to create a shortlist of Offerors based on the numerical scores assigned to each proposal received and to request presentations from only the highest scored Offerors. *The oral presentations may need to be scheduled within the 2 weeks after the Evaluation Meeting.* **The Offeror's Project Manager and any key team members specific to this Project must be present at the oral presentation, unless otherwise agreed to by the County.** The County's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that a contract is pending.

Should an oral presentation be requested, the numeric rankings based on the point system previously utilized by the Evaluation Committee on the written proposals will not be considered and the short-listed firms will all be evaluated anew based on a ranking system (not scoring) using the same criteria set forth in the RFP, with the exception of Tab A, Statement of Interest & Introduction. Where pricing is an additional evaluation factor, it will be added to the Evaluation Scoring/Ranking Sheet utilized by the Committee. The Offeror best meeting each criterion will receive either a 1, 2 or 3 ranking, with 1 being the highest ranking, and so on. The Offeror with the lowest cumulative score for all criteria will be ranked number 1 and so on, in consecutive numerical order for purposes of recommendation for award.

Under Florida's Government in the Sunshine Law, the initial Evaluation Committee Meeting is open for the public to attend. Participation, however, is limited to the committee members. If the Evaluation Committee elects to hear oral presentations, the subsequent Evaluation Committee Meetings at which such presentations are made are closed to the public under the Government in the Sunshine Law and only the presenting firm may attend and present. The Evaluation Committee's post oral presentation discussions where the proposals are ranked are open to the public.

The listed evaluation criteria will be utilized:

<u>CRITERIA</u>	<u>POINTS</u>
TAB A: Statement of Interest, Introduction and Experience	5
TAB B: Project Understanding and Implementation	30
TAB C: Minimum Requirements: Section 3.0, 5.0 and 6.0	20
TAB D: Scope of Service Solutions: Sections 4.0 and 5.0	15
TAB E: Testing Support and Training: Section 4.0	10
TAB F: PRICING	20
TAB G: Required Forms to be Submitted with the Proposal	N/A

The Offeror may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The Offeror may also be required to give past work history and references in order to satisfy Pasco County with regard to the Offeror's assigned personnel. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the same to perform the work, and the Offeror shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject any response if the evidence submitted by, or investigation of the Offeror and assigned personnel fails to satisfy the County that such is (are) properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Offeror's response shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. The ability of the Offeror and assigned personnel to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the Offeror; and
4. The quality of performance of previous contracts or services.

END OF REVIEW AND ASSESSMENT

ATTACHMENT 1

**PROPOSER INFORMATION/CERTIFICATION FORM
(MUST BE SUBMITTED WITH THE PROPOSAL AND FULLY EXECUTED)**

1. Legal Name of Proposer. Indicate if the Proposer is a Corporation, Joint Venture, Partnership, etc.:

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

2. Name/title of contact person for the Proposer: _____

3. Local business and mailing address: _____

4. Primary business and mailing address: _____

5. Telephone number: (_____) _____ Fax: (_____) _____

The above-named Proposer affirms and declares:

- A. That the Proposer understands all requirements of this request and states that as a serious Proposer they will comply with all the stipulations included in this request.
- B. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:
- C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- D. That the Proposer is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:
- E. That no officer or employee or person whose salary is payable in whole or in part from the COUNTY is, will be or become interested, directly or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.
- F. That the Proposer has received and carefully examined all Addenda issued prior to the opening/closing date indicated on the cover.
- G. That by submitting a response, the Proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
- H. For those requests where the resulting contract will not be funded by any federal monies, pursuant to Section 287.087, Florida Statutes, Proposers understand that they may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Proposer who has furnished such certification with their response.
- I. For those requests where the resulting contract will not be funded by any federal monies, if claiming Local Vendor Preference, the Proposer certifies that they satisfy each of the following criteria at the

time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) provide a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County's Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

If no federal funding, please put an "X" in the applicable box or mark N/A
_____ Local Business located in Pasco County
_____ Business located within Hillsborough, Pinellas, Polk, or Hernando County

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

J. By signing this Certification, I represent that I have the authority to bind the Proposer for contract purposes.

Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

ATTEST:

PROPOSER:

Witness No. 1

BY: _____(SEAL)
(Authorized Signature in Ink)

Witness No. 2

(Printed name of Signatory)

(Printed Title of Signatory)

CORPORATE SEAL
(where appropriate)

(Signature Date)

ATTACHMENT 2

ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to the (RFP No.) (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

NAME OF BUSINESS

BY: _____
SIGNATURE

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

(_____) _____
TELEPHONE NUMBER

EMAIL ADDRESS

DATE

ATTACHMENT 3

FEDERAL CERTIFICATIONS

BUY AMERICA REQUIREMENTS

FOR PROCUREMENT OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING ROLLING STOCK) OVER \$150,000

If this contract or purchase order is valued in excess of \$150,000 and involves the procurement of steel, iron, or manufactured products, the bidder or offeror hereby certifies that it:

- Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or USC 5323(j)(2)(D), and 49 CFR part 661.7.

If this contract or purchase order is valued in excess of \$150,000 and involves the procurement of buses, other rolling stock and associated equipment, the bidder or offeror hereby certifies that it:

- Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR part 661.11, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or USC 5323(j)(2)(D), and 49 CFR part 661.7.

Note: This Buy America certification must be submitted to Pasco County, if applicable, with all bids or offers on FTA-funded contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating or planning funds.

**NOT APPLICABLE FOR RFP-DB-20-014:
Paratransit Registration, Scheduling, and Dispatch Software**

This document must be completed and returned with your Proposal.

LOBBYING

For contracts over

\$100,000

31 U.S.C. 1352

2 C.F.R. § 200.450

2 CFR Part 200 Appendix II (J)

49 CFR Part 20

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 Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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.

PROPOSER: _____

Witness No. 1

BY: _____ (SEAL)
(Authorized Signature in Ink)

Witness No. 2

(Printed name of Signatory)

(Printed Title of Signatory)

CORPORATE SEAL

Date: _____

(where appropriate)

This document must be completed and returned with your Proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FTA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

d. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

e. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

f. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective

participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

PROPOSER: _____

Witness No. 1

BY: _____(SEAL)
(Authorized Signature in Ink)

Witness No. 2

(Printed name of Signatory)

(Printed Title of Signatory)

CORPORATE SEAL
(where appropriate)

Date: _____

This document must be completed and returned with your Proposal.
ATTACHMENT 4

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES (2014), PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to

_____ County of Pasco _____

By _____
[print individual's name and title]

For _____
[print name of entity submitting sworn statement]

whose business address is _____

(if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (2017), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "*convicted*" or "*conviction*" as defined in Paragraph 287.133 (1)(b), Florida Statutes (2017), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "*affiliate*" as defined in Paragraph 287.133 (1)(a), Florida Statutes (2017), means:
- a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "*affiliate*" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (2017), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

[signature]

[date]

This document must be completed and returned with your Proposal.

ATTACHMENT 5

**AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF PASCO COUNTY
EMPLOYEES**

Certification that Vendor/Contractor affirms that the Bid/Proposal presented to the owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

_____, * being first duly sworn, deposes and says that he (it) is the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Pasco County BCC or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Affiant

*NOTICE: State name of Vendor/Contractor followed by name of authorized individual (and title) that is signing as Affiant. If Vendor/Contractor is an individual, state name of Vendor/Contractor only.

This document must be completed by the successful Offeror and returned prior to contract approval.

ATTACHMENT 6

VENDOR INFORMATION FORM

DATE: _____

*W-9 ATTACHED: _____ YES

ATTACHMENTS: _____ YES _____ NO

VENDOR INFORMATION

New Vendor _____ Change Information _____ Update Vendor _____

*Vendor Name: _____

DBA Name: _____
(If applicable/available)

FEIN/SSN Number: _____

Contact Addresses

*Accounts Payable address: _____

*City/State/Zip Code: _____

*Purchase Orders address: _____

*City/State/Zip Code: _____

Contact Name (if applicable): _____

Vendor Telephone: _____

*Vendor Email: _____

(Purchase orders will be sent through email. If you wish not to include email, please let us know why.)

(*) – REQUIRED TO ENTER INTO TYLER MUNIS Internal Use Only:

Vendor MUNIS #: _____ Date Entered: _____

**ATTACHMENT 7
AGREEMENT**

THE FOLLOWING AGREEMENT WILL BE USED TO SECURE THE SERVICES SPECIFIED HEREIN. FIRMS ACCEPTING THIS FORM WITHOUT CHANGES MAY BE GIVEN PREFERENCE, WHICH WILL BE REFLECTED IN THE EVALUATION COMMITTEE'S FINAL EVALUATION. RESPONDING FIRMS SHOULD INDICATE ACCEPTANCE OF THIS FORM OR NOTE SPECIFIC CHANGES. ABSENT SPECIFIC CHANGES, FULL ACCEPTANCE WILL BE ASSUMED.

THIS AGREEMENT by and between PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as 'COUNTY'), and _____, a _____, whose address is _____ (hereinafter referred to as "CONSULTANT").

WHEREAS, the COUNTY solicited competitive proposals in connection with the _____; and

WHEREAS, CONSULTANT desires and offered to render certain services as described in RFP No. _____, and the CONSULTANT hereby certifies it has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, COUNTY has determined that CONSULTANT has submitted the overall best proposal for the subject services; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. SCOPE OF SERVICES.

In accordance with the services described in RFP No. _____, under the Statement of Work, CONSULTANT shall provide

SECTION 2. COUNTY'S RESPONSIBILITY.

Except as provided in Section 1, the COUNTY'S responsibilities are as follows:

A. To provide, within a reasonable time from request of CONSULTANT, existing data, plans, reports, and other information in the COUNTY'S possession or under the COUNTY'S control which are necessary for the performance of the duties of CONSULTANT in the Scope of Services, and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria, and other requirements that exist at the time of signing of this agreement or which may develop during the performance of this agreement.

B. To give prompt written notice to CONSULTANT if the COUNTY observes or otherwise becomes aware of any fault or defect in the Scope of Services or non-conformance with the documents which comprise this agreement.

C. The COUNTY hereby designates the County Administrator, or his designee, to act on the COUNTY'S behalf with respect to the Scope of Services. The County Administrator, or his designee, shall have complete authority to transmit instructions, receive information, interpret and define COUNTY'S policies and decisions with respect to materials, elements, and systems pertinent to CONSULTANT'S services. Pursuant to Pasco County Code Section 2-110(d)(4), the County Administrator shall have direct authority to execute all written modifications involving name changes of the CONSULTANT; the assignment by the CONSULTANT to another entity of its obligations under this Agreement; and for time extensions only for completion of the Work, provided they are in conformance with the law and applicable, policies, rules and regulations as well as for emergency purchases under Pasco County Code Section 2-101.

SECTION 3. TERM.

The Agreement shall remain in full force and effect from _____, until _____, unless terminated as provided in this Agreement.

This Agreement may also be extended [alternative: renewed] as follows: _____

SECTION 4. COMPENSATION.

[Schedule of services and rates, or reference to an Exhibit will be inserted here.]

SECTION 5. RESERVED.

SECTION 6. REPORTS AND REVIEWS.

A. The COUNTY may at any time require the CONSULTANT to report in writing in a format approved by the COUNTY on the history and overall progress of the work with a projection as to whether deliverables will be on time and within budget. In addition, the COUNTY may require the CONSULTANT to provide an overall percentage of completion estimate; if behind in schedule, a proposed recovery plan; list of problems and anticipate problems; corrective action planned or needed; outline of proposed activities during the coming reporting period; and any other reasonable information covering the CONSULTANT'S performance hereunder.

B. The COUNTY will monitor the CONSULTANT'S work product for compliance with program standards and criteria and may make comments and recommendations to the CONSULTANT regarding the work. However, any such monitoring or comments and recommendations by the COUNTY, or absence thereof, shall not relieve the CONSULTANT of any of its obligations under this agreement. The CONSULTANT retains sole authority and responsibility for the adequacy and accuracy of its CONSULTANT services in accordance with generally accepted practices.

SECTION 7. DOCUMENTS.

The documents which comprise this Agreement between the COUNTY and the CONSULTANT consist of the following and are incorporated herein by reference:

- A. This Agreement.
- B. Any written amendments, modifications or Addenda to this Agreement.
- C. Offeror's response to Request for Proposals RFP [].
- D. Request for Proposals RFP []

SECTION 8. COMPLIANCE WITH LAWS AND REGULATIONS.

The CONSULTANT shall observe and comply with all applicable federal and state laws, COUNTY and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over any project or work performed pursuant to this Agreement. All applicable federal, state, and local laws and ordinances are deemed to be included in this Agreement the same as though herein written out in full. Without limiting the above provisions, CONSULTANT has signed the certification and agrees to the terms included in Exhibit [] Federal Contract Provisions attached hereto and incorporated herein.

SECTION 9. PROHIBITION AGAINST CONTINGENCY FEES.

In accordance with the provisions of Section 287.055 of the Florida Statutes, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 10. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT.

CONSULTANT certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CONSULTANT represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.113, Florida Statutes.

SECTION 11. SUBCONSULTANTS.

A. CONSULTANT shall maintain an adequate and competent staff licensed within the State of Florida. However, upon written approval by the County Administrator, CONSULTANT may use specialists as the CONSULTANT may consider necessary. As requested by the COUNTY, CONSULTANT shall present satisfactory evidence of the reliability, experience, and qualifications of any proposed subconsultants prior to County Administrator approval to sublet work hereunder. No assignment of this agreement will be valid without approval by the COUNTY. It shall be understood by the CONSULTANT and the specialists who are parties to said subcontracts that the COUNTY shall be an intended, substantial beneficiary of the written agreements between the CONSULTANT and the subconsultants.

B. Approval by the COUNTY of any subcontract of any work shall not relieve the CONSULTANT of any responsibility for, or liability in connection with fulfillment of its obligations under this Agreement.

SECTION 12. RETENTION OF DOCUMENTS.

A. All documents prepared or obtained under this agreement are on the property of the COUNTY without restriction or limitation on their use and shall be made available upon request to the COUNTY at any time.

B. Said records and documentation shall be retained by the CONSULTANT and made available to the COUNTY for a minimum of five (5) years from the date of completion of the work. The COUNTY shall have the right to audit, inspect, and copy all such records and documentation as often as the COUNTY deems necessary during the term of this agreement and during the above referenced five (5) year period at actual costs; provided, however, such activity shall be conducted only during normal business hours. If agreed to by the parties, the CONSULTANT shall retain records and supporting documentation until further notified.

SECTION 13. CONFLICTS OF INTEREST.

The CONSULTANT represents that it presently has no interest, either direct or indirect, that may or could conflict in any manner with the performance of services required by this Agreement which interest has not been disclosed to the COUNTY in writing. The CONSULTANT expressly agrees that, throughout the Effective Period, it shall not acquire an interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement or which would conflict with any interest of the COUNTY. If the CONSULTANT is about to engage in representing another client whom it in good faith believes could result in a conflict of interest with the work being performed by the CONSULTANT pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the COUNTY'S attention, in writing. If the COUNTY determines that a conflict of interest exists, the CONSULTANT shall decline the representation upon the COUNTY'S written notice. In the event the CONSULTANT fails to advise or notify the COUNTY of representation which could, or does, result in a conflict of interest, or should the CONSULTANT fail to decline such representation upon the

COUNTY'S written notice, the COUNTY may, in its sole discretion, terminate this Agreement in accordance with the provisions of Section 16 below.

SECTION 14. TIMELY PERFORMANCE OF SERVICES.

A. The CONSULTANT acknowledges that time is of the essence with respect to its performance under this Agreement. The COUNTY may suffer damages in the event that the CONSULTANT does not accomplish and complete the required and authorized professional services in a timely manner. Based on the available documents, timetables, construction projections, and duration of this Agreement, the CONSULTANT represents that the CONSULTANT has no internal scheduling conflict and that the CONSULTANT will avoid any internal scheduling conflict in the future which might in any way affect the CONSULTANTS timely performance of this Agreement.

B. The CONSULTANT expressly agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the Effective Period of this Agreement so that all services and/or work performed hereunder will be provided and completed in a timely and diligent manner without interruption or delay.

C. Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONSULTANT, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of COUNTY including any of its agents or employees, fires, floods, epidemics, quarantine regulations, riots, strikes or lockouts, then the CONSULTANT shall notify the COUNTY in writing within ten (10) calendar days after commencement of such delay, stating the cause or causes thereof, or shall be deemed to have waived any right which the CONSULTANT may have had to request an extension to the time specified in this Agreement.

D. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONSULTANT'S services for any cause whatsoever, including those for which the COUNTY, including any of its agents or employees, may be responsible in whole or in part, shall relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT'S sole remedy against the COUNTY in the event of such interruption, interference, inefficiency, suspension or delay in the commencement or progress of such services shall be the right to seek an extension to the time stated in this agreement. However, such extension shall not operate as a waiver of any other rights of the COUNTY. This section shall expressly apply to claims for early completion, as well as claims based on late completion.

SECTION 15. INSURANCE.

A. The CONSULTANT shall not commence any work pursuant to this agreement until satisfactory proof of all insurance required hereunder has been provided to and approved by the COUNTY. It shall be the responsibility of the CONSULTANT to ensure that all subconsultants performing services pursuant to this agreement comply with the insurance requirements of this provision. The CONSULTANT shall furnish to the COUNTY

certificate(s) of insurance in the form required by COUNTY and, if requested by the COUNTY, CONSULTANT shall provide certified copies of all required insurance policies. The certificate(s) of insurance shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification required for strict compliance with this agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

All certificate(s) of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail (return receipt requested) has been given to the COUNTY to the attention of the Pasco County Risk Manager, West Pasco Government Center, 7536 Government Drive, New Port Richey, Florida 34654. In the event any insurance coverage expires prior to the expiration of this agreement, a renewal certificate shall be issued thirty (30) days prior to said expiration. Compliance with the foregoing requirements shall not relieve the CONSULTANT of any liability and/or other obligations pursuant to this agreement. Neither approval by the COUNTY, nor a failure to disapprove insurance certificates or policies furnished by the CONSULTANT, shall release the CONSULTANT from full responsibility of all liability or its obligations under this agreement.

B. All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Said insurance companies shall have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and shall be satisfactory to the COUNTY. Policies of insurance required by this the agreement shall be primary insurance with respect to the COUNTY, its officials, agents, or employees. Any insurance or self-insurance maintained by the COUNTY or its officials, agents, or employees, shall be in excess of the CONSULTANT'S insurance and shall not contribute with it. All policies of insurance required by this agreement, except Workers' Compensation and Errors and Omissions Liability, shall specifically provide that Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners and its officials, agents, or employees shall be "additional insureds" under the policy. The insurance coverage and limits provided herein are designed to meet the minimum requirements of the COUNTY. Any deductibles or self-insured retentions must be declared and approved by the COUNTY and are the responsibility of the CONSULTANT. The minimum kinds and limits of coverage to be carried by the CONSULTANT throughout the Effective Period shall be as follows:

a. Workers' Compensation and Employer's Liability:

Coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident. The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, agents, and employees. In case any employee is engaged in any hazardous work pursuant to this agreement and is not protected under the Workers' Compensation statute, the CONSULTANT and any subconsultants shall provide for adequate insurance coverage to protect these employees.

b. Comprehensive General Liability:

Comprehensive general liability shall include premises and/or operations, products and/or completed operations, broad form property damage, coverage, independent contractors, and contractual liability, and shall be written on an "occurrence basis."

Bodily injury and personal injury, including death:

\$1,000,000.00 each person
\$3,000,000.00 aggregate

Property damage:

\$1,000,000.00 each occurrence
\$3,000,000.00 aggregate

c. Comprehensive Automobile Liability:

Comprehensive automobile liability shall include owned vehicles, hired, and non-owned vehicles, and employees' non ownership.

Bodily injury and personal injury, including death:

\$1,000,000.00 combined single limit

Property damage:

\$1,000,000.00 combined single limit

d. Errors and Omissions Liability:

\$1,000,000.00 aggregate

CONSULTANT shall maintain during the term of this agreement standard professional liability insurance in the minimum amount of \$1,000,000.00 per occurrence.

SPECIAL CONDITION. Occurrence for professional liability insurance is highly preferred, however, in the event CONSULTANT is only able to secure claims-made professional liability insurance, special conditions apply. All certificates of insurance must clearly indicate whether the coverage is on a claims-made basis. Should coverage be afforded on a claims-made basis, CONSULTANT shall be obligated by virtue of this agreement to maintain insurance coverage in effect with no less than limits of liability nor any more restrictive terms and conditions for a period of five (5) years from the date of this agreement.

SECTION 16. TERMINATION OF AGREEMENT BY THE COUNTY.

This Agreement may be terminated by the COUNTY, with or without cause, upon ten (10) days written notice. If this Agreement is so terminated, CONSULTANT shall be paid for all work performed, and accepted by the COUNTY pursuant to the terms and conditions of this Agreement, up to the date of termination. Upon termination of this Agreement by the COUNTY, CONSULTANT shall promptly deliver to the COUNTY copies of all then completed deliverable items and all plans, reports, studies, calculations, maps, graphics, and other documents that directly support the deliveries prepared by CONSULTANT.

SECTION 17. CONTROLLING LAW.

This Agreement is to be governed by the laws of the state of Florida. The venue for any litigation resulting out of this Agreement shall be in Pasco County, Florida.

SECTION 18. SUCCESSORS AND ASSIGNS.

The COUNTY and CONSULTANT respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the COUNTY nor the CONSULTANT shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION 19. EXTENT OF AGREEMENT.

A. This Agreement represents the entire and integrated agreement between the COUNTY and CONSULTANT and supersedes all prior negotiations, representations, or agreement, either written or oral.

B. This Agreement may only be amended, supplemented, modified, changed or canceled by a written instrument executed by both parties hereto.

SECTION 20. NON-EXCLUSIVE AGREEMENT.

This Agreement is not intended to be and shall not be construed as an exclusive contract and the COUNTY may employ additional or other professional consulting firms to perform any work contemplated by this Agreement without liability to the CONSULTANT.

SECTION 21. INDEMNIFICATION OF THE COUNTY.

A. In return for consideration in the amount of fifty dollars (\$50), the receipt of which is acknowledged, the CONSULTANT shall indemnify and save the COUNTY, its Commissioners, officers, agents, employees, harmless from and against any claim, damages, costs, including attorney's fees, or causes of action of whatsoever kind or nature, whether direct, indirect or consequential, including, but not limited to, bodily injury, sickness, disease or death, infringement of copyright or patent, or injury to or destruction of property, including loss of use, which claims arise out of or are related to or in any way connected with this Agreement, provided such claim is caused by the negligent error, omission, act, or failure

to act of CONSULTANT, its agents, servants or employees in the performance of services under this Agreement. The CONSULTANT shall not indemnify the COUNTY for any negligence of the COUNTY'S employees or agents. This indemnity shall include, but not be limited to, charges of attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason.

B. The CONSULTANT'S indemnification obligation under the provision shall not be limited in any way to the consideration hereunder, the agreed upon prices as shown in any Task Order issued pursuant to this Agreement, or any other agreed payment or compensation amount, nor shall this indemnification be limited due to the CONSULTANT'S lack of sufficient insurance protection. The CONSULTANT hereby acknowledges and expressly agrees that the compensation to be paid to the CONSULTANT by the COUNTY pursuant to this Agreement specifically includes compensation as consideration for the indemnification provided herein.

SECTION 22. INDEPENDENT CONTRACTOR.

Neither the COUNTY nor any of its employees shall have any control over the conduct of CONSULTANT or any of CONSULTANT'S employees, except as herein set forth, and CONSULTANT expressly warrants not to represent at any time or in any manner that CONSULTANT or any of CONSULTANT'S agents, servants or employees are in any manner agents, servants or employees of the COUNTY. It is understood and agreed that CONSULTANT is and shall at all times remain as to the COUNTY, a wholly independent contractor and that CONSULTANT'S obligations to the COUNTY are solely as prescribed by this Agreement.

SECTION 23 PUBLIC RECORDS

The CONSULTANT shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the CONSULTANT shall (a) keep and maintain public records required by the COUNTY to perform the service under the Agreement; (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 for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT. Upon transfer, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-847-8194, extension 8197, dbrizek@pascocountyfl.net, Buyer, 7536 State St., New Port Richey, FL 34654.

Under Florida law, a CONSULTANT who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

SECTION 24. WAIVER OF BREACH.

Waiver by either party of a breach of any provision of this agreement shall not be deemed as a waiver of any other breach and shall not be construed to be a modification of the terms of this agreement.

SECTION 25. SEVERABILITY.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 26. NOTICES.

Any notices to be given under this Agreement shall be given by United States Mail, addressed to CONSULTANT at its address stated herein, and to the COUNTY at the following address: Pasco County Administrator, West Pasco Government Center, Suite 350, 8731 Citizens Drive, New Port Richey, Florida 34654, with a copy to Marc A. Bellas, Organizational Performance Management Director, 8731 Citizens Drive, New Port Richey, Florida 34654.

IN WITNESS WHEREOF, the parties have caused these premises to be executed by their duly authorized representatives on this _____ day of _____, 20____.

PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners

ATTEST:

By: _____
Mike Moore, Chairman

(S E A L)

Date: _____ 20 _____

Nikki Alvarez-Sowles, Esq.
Clerk and Comptroller

CONSULTANT:

By: _____

Name: _____

Its: _____

Date: _____ 20 _____

Witness Name: _____

Witness Name: _____