MANAGEMENT SERVICES AGREEMENT FOR ESCAMBIA COUNTY AREA TRANSIT PD 10-11.060

This Agreement is made this 1st day of April, 2012, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and First Transit, Inc., a foreign for-profit corporation authorized to do business in the State of Florida (hereinafter referred to as "Management Company"), whose federal employer identification number is 231716119 and whose principal address is 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202-5755.

WITNESSETH:

WHEREAS, the County is the owner of Escambia County Area Transit, a publicly owned mass transit system, located at 1515 West Fairfield Drive, Pensacola, Florida 32501 (hereinafter referred to as "ECAT"); and

WHEREAS, the County issued a Request for Qualifications seeking statements of qualifications from firms for management of ECAT (PD 10-11.060); and

WHEREAS, the County believes it is in the best interest of the citizens of Escambia County to enter into an agreement with Management Company to manage, operate, and maintain ECAT as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and Management Company agree as follows:

Article 1. Purpose.

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 The purpose of this Agreement is to set forth the terms and conditions by which Management Company shall manage, operate and maintain ECAT and such other related services as provided herein.

Article 2. Term.

2.1 Term. This Agreement shall commence upon the date last executed by the parties and continue for a term of five (5) years.

2.2 By mutual agreement, the parties may extend the term of this Agreement at the expiration of the initial term for an additional two (2) year period, without a change in

terms and conditions. The parties shall provide written notice of the desire to extend the agreement no later than six (6) months prior to the expiration of the initial term.

2.3 In the event this Agreement is not extended or renewed, the Agreement shall terminate in accordance with Section 7.10.

Article 3. Goals and Objectives.

As representative of the Parties' intent underlying this Agreement, Escambia County and Management Company have jointly identified, acknowledged, and accepted the following goals and objectives to govern its implementation.

3.1 Escambia County hereby engages First Transit as an independent contractor to manage and operate ECAT, and First Transit hereby agrees to supply such services in accordance with the terms and conditions provided herein.

3.2 First Transit shall provide comprehensive management services for ECAT in the most efficient and economical manner possible while maintaining the quality and quantity of services as determined by County.

3.3 First Transit shall safeguard the County's capital investment as it relates to the ECAT system and seek to maximize revenues by maintaining a high level of service, promoting services offered by ECAT, and seeking alternative funding resources (e.g. grant funding, public-private partnerships, etc.).

3.4 First Transit agrees to substantially meet established performance measures as determined by County while complying with all requirements of federal, state and local law and requirements established by the Federal Transit Administration (FTA), the Escambia County Transit Development Plan (TDP), and Escambia County Comprehensive Plan.

Article 4. Management Services.

4.1 Management Company agrees to cooperate with Escambia County in the performance of its responsibilities under this Agreement and to implement the Goals and Objectives identified in Article 4. Accordingly, Management Company's responsibilities shall include, but are not limited to, the providing such transit management and vehicle maintenance services as described in the Request for Qualifications (PD# 10-11.060), attached hereto as **Exhibit A**. In the event of a conflict between these documents and the provisions of this Agreement, the Agreement will control.

4.2 Management Company shall be responsible for planning all fares, routes and schedules. Management Company shall identify all localized Board approved private routes and fees (University of West Florida, Santa Rosa Island Authority, etc.) County shall reserve the right to establish such fares, routes and schedules and to make any amendments thereto upon providing written notice to Management Company.

4.3 County and Management Company shall consult on a regular basis concerning transportation requirements and needs. In the event of increases or decreases in ridership, or in routes or schedules, the number of active buses and the number of spare buses will be adjusted accordingly. County may increase or decrease services to be provided by Management Company under this Agreement; however, where such increases or decreases materially impact the service levels or equipment levels required under the assumed routes, schedules, and vehicle requirements contained in this Agreement, Management Company shall be permitted to recommend rate adjustment at which services are provided to cover increases or decreases in cost structure associated with such changes by the County.

Management Company shall periodically propose alternatives for poor performing routes, subject to the review and approval of the County. Evaluation will be based on the five criteria established within the Escambia County Transit Development Plan.

4.4 Complaint Tracking Database. Management Company will be required to maintain a Customer and Employee Complaint Tracking Database to be presented to County in a monthly report. The complaint tracking database shall identify the date received, date responded, and action or resolution.

4.5 Management Company shall study, evaluate and introduce progressive operational methods and techniques. Management Company shall apply "Extensive Technology Tools" to improve route performance, ridership service and assistance, video monitoring, passenger comment tracking, and maintenance. Management Company shall periodically make recommendations as to routes, fares, and service standards, subject to review and approval of the County.

4.6 Marketing. Management Company will provide marketing, and promotion services and activities, which shall be consistent with the Goals and Objectives identified in Article 4. Management Company shall submit an Annual Business and Marketing Plan for approval by Escambia County. The Annual Business and Marketing Plan shall be due at the same time the County Administrator requires submission of the annual budgets from other County departments and public agencies.

Management Company will oversee the Advertising Agreement for Bus Benches and Shelters and the Transit Advertising Services Agreement to include all financial reporting, complaints, and ensuring bus route exposure.

4.7 Management Company will follow all state and local permitting requirements for work in public right-of-ways.

4.8 Operation. Management Company's Annual Business and Marketing Plan shall contain an operational strategy to implement Article 4's goals and objectives and a proposed Annual Budget. The Annual Budget shall be approved by the Escambia County Board of County Commissioners. As part of the Annual Business and Marketing

Plan, Management Company shall maintain detailed, accurate, and complete financial records and other documentation of its activities. Financial records shall be maintained in accordance with national generally accepted accounting principles.

Management Company shall comply with the spending limitations imposed by its Annual Budget, including any amendment(s) thereto, authorized by the Escambia County Board of County Commissioners. However, if extraordinary events occur, which could not reasonably be contemplated at the time the budget was prepared, Management Company may submit a proposed budget amendment to Escambia County subject to the approval of the Escambia County Board of County Commissioners.

4.9 Personnel.

a. All ECAT employees shall be the sole and exclusive employees or agents of Management Company and shall be paid by Management Company. Management Company shall set the number, function, qualifications, compensation and benefits of such employees and shall pay applicable social security, unemployment, workers' compensation, or other employment taxes or contributions to insurance plans.

b. Management Company shall comply with all federal and state laws and regulations relating to employment, including, but not limited to, minimum wages, social security, unemployment insurance, and workers' compensation.

c. Management Company shall notify County of any wage rate modifications for ATU employees.

d. Management Company shall give employment preference to local labor to the extent local residents are available and qualified. However, this paragraph does not require Management Company to give local preference in hiring its General Manager or other supervisory employees. Management Company shall establish and adhere to a written personnel policy and grievance procedure and shall provide employees with copies of that policy.

e. Management Company shall recruit and employ a staff sufficient to operate ECAT as set forth in this Agreement.

f. Management Company employees shall conduct themselves at all times in a proper and respectful manner to the public, and if, in the sole and reasonable opinion of Management Company, an employee conducts himself or herself in an improper or disrespectful manner, he or she shall be dismissed for cause by the Management Company.

g. Selection of the ECAT General Manager, or any replacement thereof shall be at the discretion of Management Company subject to the approval of the County. It is understood and agreed by the Parties that Management Company shall solicit and

screen applicants for this position and that Escambia County, at its option and upon its request, shall participate in the interview of the position's finalist.

h. The ECAT General Manager shall be available as required by Escambia County to consult with County officials and staff. The General Manager or his or her designee shall attend all meetings of the Board of County Commissioners, and such other meetings where the ECAT operation is discussed.

i. The ECAT General Manager shall be employed only so long as he or she maintains Escambia County's confidence and, upon the written request of Escambia County, Management Company shall within thirty (30) days remove and/or reassign the General Manager. Management Company also shall provide Escambia County with thirty (30) days prior written notice of its intent to remove or reassign the General Manager in advance of such actual termination or reassignment.

4.10 Maintenance. Management Company shall be responsible for maintenance of ECAT vehicles and any other equipment incident to the operation of the transit system. Equipment shall be maintained in good working order per the manufacturer's specifications and shall perform all necessary preventative maintenance to ensure full validation of the manufacturer's warranty.

Management Company shall retain and use such equipment for the furtherance of the purposes of this Agreement and shall permit only qualified, safe, careful, licensed and authorized drivers to operate ECAT vehicles. Management Company shall not permit any ECAT vehicle to be used in violation of any federal, state, or municipal statutes, laws ordinances, rules or regulations, or contrary to the terms of the applicable insurance policy.

County shall otherwise be responsible for property maintenance as it relates to ECAT facilities. The County reserves the right to perform preventative, emergency, or other necessary maintenance if it deems necessary to do so for ECAT facilities.

Management Company shall prepare and supply the County their annual vehicle maintenance and replacement schedule for all vehicles and a funding strategy with their budget to meet demands

To ensure that ECAT equipment, vehicles and facilities are properly maintained, Escambia County and Management Company will jointly inspect the conditions of the vehicles and facilities within thirty (30) days following this Agreement's effective date. Thereafter, not less than annually, the Parties jointly will complete follow-up inspections to determine if there has been any waste or deterioration that is due to improper Management Company Maintenance. If Escambia County determines in the exercise of its reasonable judgment that there is waste or deterioration present, then Management Company agrees to restore the relevant property to the condition present at the time of the original inspection and to reimburse the County for such restoration.

Nothing contained herein shall affect the County's absolute ownership of title to all ECAT vehicles and equipment, such ownership and title being hereby expressly reserved to and retained by County, and Management Company agrees not to lease or otherwise encumber any such vehicles or equipment under its control. Management Company further agrees to not permit said equipment or vehicles or any part thereof to be pledged, seized pr held for any taxes, debt, lien or obligation.

4.11 Scheduled Maintenance of Other County Owned Vehicles. On an annual basis, County may request hourly rates for Management Company to perform scheduled maintenance on other County owned vehicles utilizing ECAT facilities and equipment. Hourly rates, schedules, and maintenance requirements shall be agreed upon prior to the commencement of any work and all parts shall be reimbursed on a cost only basis.

4.12 Management Company shall provide staff support for the Mass Transit Advisory Committee (MTAC) and Florida-Alabama Transportation Planning Organization (FL-AL TPO). Management Company shall coordinate with County and MTAC to establish and maintain public-private partnerships to support ECAT operations.

4.13 Management Company shall comply with the following reporting requirements and certify compliance with the following performance measures:

1. Compilation of monthly Employee/Customer Complaints.
2. Compilation of monthly Route Ridership Reports
3. On a quarterly basis, Management Company shall certify on time percentage of at least 90%.
4. Within three (3) months, Management Company shall implement Rider Technology.
5. Within six (6) months, Management Company shall establish and maintain a GIS Layer for all Routes, Stops, Benches, and Shelters. (Minimal Standards approved by County GIS Division.)
6. Within six (6) months, Management Company shall implement the Escambia County Transit Development Plan.
7. Compilation of an annual Employee Satisfaction Survey
8. Compilation of an annual Ridership Satisfaction Survey
9. Compilation of an annual Vehicle and Maintenance Replacement Schedule
10. Compilation of an Annual Business and Marketing Plan to include a proposed Annual Operating Budget subject to the approval of the Board of County Commissioners.

Article 5. Collection and Payment of Operating Revenues and Expenses.

5.1 Management Company shall be responsible for the collection of all Gross Operating Revenues generated by ECAT and for their deposit within two (2) business days of receipt into Escambia County's bank account. Gross Operating Revenues collected and deposited by Management Company into the County's bank account are

the sole property of Escambia County and shall be used only in the manner provided herein. For the purpose of this agreement, "Gross Operating Revenues" shall include revenues derived from the operation of the transit system, including, but not limited to, all passenger fares from bus routes, transportation contracts, local charter payments, advertising fees, and proceeds from other sales and maintenance service, whether or not specified herein. Gross Operating Revenues shall not include any grant funding or any loss subsidy.

5.2 County shall be responsible for payment of all authorized Operating Expenses and such other services provided pursuant to this agreement as approved in the Annual Budget adopted by the Escambia County Board of County Commissioners. For the purpose of this agreement, "Operating Expenses" shall include the management fee, accounting and auditing charges requested by County; all wages and forms of compensation for ECAT personnel (excluding management personnel); insurance costs; state business receipt taxes; the cost of fuel and other supplies and parts used for vehicle maintenance, repair or replacement; utilities; rents and leases; marketing, advertising and promotional costs; printing and bindings; dues; office supplies; books, publications and subscriptions; other expenses not otherwise defined as capital expenses; cost for ADA compliant Complementary Paratransit Services; and any other charges, costs or expenses incident to the operation of the transit system.

5.3 Management Company shall retain the necessary working capital equal to fund at least 60 days of Operating Expenses. County shall pay Management Company for all authorized Operating Expenses on a cash reimbursement basis pursuant to the terms provided herein.

5.4 Management Company shall have a duty and responsibility to timely file for allowable grant reimbursements so as to provide an additional funding resource to aid in reimbursement of monthly operating expenses

Article 6. Compensation and Billing.

6.1 Management Fee. In consideration for services rendered hereunder, County shall pay to Management Company a monthly Management Fee in accordance with the fee schedule provided in **Exhibit B**.

6.2 No later than the 15th working day after the end of each month during the term of this Agreement, Management Company will submit to County a statement of services rendered during the prior month to include documentation of any Operating Expenses incurred.

6.3 All payments pursuant to this Agreement shall be made in accordance with the "Florida Prompt Payment Act," §218.70, Fla. Stat., as amended, after receipt of invoices from Management Company.

6.4 County shall have the authority to require clarification or documentation of any portion of Management Company's monthly invoice prior to authorizing release of any payment

Article 7. General Provisions.

7.1 Policies and Procedures. Management Company shall establish and implement reasonable rules, regulations, policies and procedures to govern the operation of services provided under this Agreement. All rules, regulations, policies and procedures shall be consistently applied to all users, whether for profit or non-profit entities or individual members of the public. A copy of all rules, regulations, policies and procedures shall be provided to County and will be made available for inspection by the public upon request.

7.2 Contract Administrator. The Escambia County Administrator shall be designated as the contract administrator for this Agreement. The County Administrator may designate a staff member to act on behalf of the County while administering the Agreement, with the exception of any terms that may require approval by the Board of County Commissioners. The contract administrator, or his or her designee, shall: a) serve as a liaison between the parties on all matters relating to this Agreement; b) distribute information supplied by the Management Company to the County; c) provide day to day oversight of services provided by Management Company pursuant to this Agreement; and d) coordinate with County staff who may be designated to assist in the performance of services provided pursuant to this Agreement.

7.3 Relationship of Parties.

a. The parties agree that the only relationship created pursuant to this Agreement is one for supplying management services as an independent contractor, and Management Company is not an employee, joint venturer or partner of County.

b. Management Company shall have authority to enter into, on its own behalf, all contracts necessary to perform the services specified herein, subject to approvals which may be required as provided herein. Management Company shall not have the authority to contractually bind the County.

c. Unless otherwise provided herein, Management Company is the real party in interest under this Agreement and is not acting for or on behalf of any undisclosed principal.

d. Management Company warrants and represents that it is possessed with the authority to enter into this Agreement and the individual executing this Agreement on its behalf is possessed with the authority to sign and bind Management Company.

e. Management Company acknowledges that it is not engaged in any public entity crimes and has properly completed the Public Entity Crime Disclosure Form.

7.4 Government Impositions. County shall not be responsible for payment of any Government Impositions associated with ECAT unless otherwise approved by County.

7.5 Annual Operating Budget

a. Management Company shall submit a proposed Annual Budget as part of the Annual Marketing Plan for the period commencing October 1 and ending September 30, of the upcoming Fiscal Year, listing all projected Operating Expenses, projected Gross Operating Revenues and a projected year-end balance sheet.

b. The proposed Annual Budget shall be presented for approval to the Contract Administrator on or before a date certain established by the Escambia County Office of Management and Budget. If the Contract Administrator objects to the proposed Annual Budget, or any portion thereof, County shall promptly notify Management Company. If the Contract Administrator and Management Company are unable to reach an agreement as to the proposed Annual Budget, Management Company may present its proposed Annual Budget directly to the Board of County Commissioners for consideration during the first advertised public budget hearing as required by Florida law.

c. Management Company acknowledges and understands that the Annual Budget is subject to approval by the Board of County Commissioners. In the event an Annual Budget has not been approved by the Board on or before the first day of the new Fiscal year, then the prior year's budget shall carry over until a new budget is approved.

d. The parties may revise the Annual Budget during the Fiscal Year only upon mutual written agreement. Under no circumstances may the Management Company expend funds greater than the duly authorized Annual Budget. Should Management Company fail to comply with the funding limitations set forth in the authorized Annual Budget in any given fiscal year, County may immediately terminate this Agreement for cause, and Management Company shall not be entitled to reimbursement for any unauthorized expenditures.

7.6 Travel and Professional Expenses.

All travel and professional expenses of Management Company employees shall be paid only when specifically approved as part of the Annual Budget and shall be paid in accordance with the Escambia County travel reimbursement policy.

7.7 Accounting Records, Reports and Practices.

a. Management Company shall maintain such accounting records related to the operation of ECAT using accounting practices that conform to accepted accounting principles and the terms and conditions of this Agreement.

b. Management Company shall establish and maintain internal financial control policies and practices that are in accordance with generally accepted standards in the industry and the terms and conditions of this Agreement.

c. County shall have unlimited access to all accounting records and supporting documentation during the term of this Agreement and for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement; however, County's right of access shall only be exercised following reasonable notice to Management Company. Supporting documentation shall include, but not be limited to, all contracts, leases, vouchers, checks, invoices, receipts and other documents prepared or executed in connection with the operation of ECAT.

7.8 Performance Security.

All Management Company employees handling monies and/or designated as authorized signatories on any ECAT accounts shall be sufficiently bonded and the cost of such bonding shall be an Operating Expense. Bonds shall be in an amount not less than $30,000 and shall name the County as loss payee.

7.9 Default.

The following shall constitute a default of the Agreement and entitle the non-defaulting party to terminate the agreement pursuant to section 7.10(b) below:

a. The failure to perform or comply with any material terms, covenants, or conditions of the Agreement;

b. The occurrence of any act or omission on the part of Management Company that deprives it of the right, power, license, permit or authorization necessary for the lawful and proper operation of the services provided herein;

c. The violation of any state, federal, or local laws;

d. The filing by or against Management Company of petitions in bankruptcy or the making by which the actions shall automatically be a basis for termination and bar the passing of any benefits to creditors, assignees, or transferred of Management Company;

d. The abandonment or discontinuance by Management Company of any or all of the services permitted or required herein;

e. The failure of either party to timely remit payments due and owing as provided herein;

f. The failure of Management Company to comply with the funding limitations set forth in the authorized Annual Budget;

g. The cessation or deterioration of services by Management Company for a period that in the reasonable opinion of County materially and adversely affects the operation of ECAT services described herein. In the event of a labor dispute that results in a strike, picket or boycott affecting any or all of the ECAT services provided herein, Management Company shall not be deemed in default of this Agreement.

In the event of a default of this Agreement, the defaulting party shall have thirty (30) days to cure the default before termination proceedings may commence as provided in Section 7.10(b).

7.10 Termination.

a. Termination for Convenience: This Agreement may be terminated for convenience by either party upon providing sixty (60) days written notice to the other party. In no event shall a termination for convenience be deemed a default and such termination shall not subject the terminating party to any penalty or claim for damages.

b. Termination for Cause: Either party may terminate this Agreement for cause upon the failure to fulfill in a timely and proper manner its obligations under this contract, including but not limited to, default of the Agreement as defined in Section 7.9 above. Such termination for cause shall be effective thirty (30) days following the date of the receipt of such notice of termination from the non-breaching party.

Upon termination, Management Company shall be paid any fees earned to the date of termination, less any cost to County for subsidizing deficiencies, correcting improperly performed services, or additional costs incurred as a result of replacing Management Company. Any deduction from final payment to Management Company shall not be construed as a settlement or waiver of any remedies available by applicable law.

7.11 Procedure Upon Termination. Upon termination or expiration of this Agreement, Management Company shall promptly discontinue services and deliver to County all equipment, supplies, inventories, data, documents or other items that are the property of County. Any and all losses of County owned property shall be properly documented by Management Company and County shall be promptly notified. The exercise by County of rights or remedies provided herein shall in no way affect the availability of any other right or remedy provided by applicable law.

7.12 Audits and Inspection of Records. County shall have the right to a reasonable inspection and audit of Management Company's financial records as related to services provided pursuant to this Agreement. If an independent audit is requested by County, the audit shall be performed in Escambia County with adequate notification to Management Company. The cost of the audit shall be paid by County unless the audit should reveal a discrepancy in excess of 1%, in which case Management Company shall pay for the cost of the audit.

7.13 Public Records Disclosure. The Management Company acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Management Company fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Management Company seven (7) days

written notice, during which period the Management Company still fails to allow access to such documents, terminate the Agreement.

7.14 Insurance. Management Company is required to carry the following insurance:

a. Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

b. General Automobile with $1,000,000 minimum coverage per occurrence for all liability with excess or umbrella liability coverage making up the difference, if any, between the policy limits of the underlying coverage and the total amount of coverage provided.

Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

c. Excess or Umbrella Liability Insurance making up the difference between the policy limits of underlying policies and the total amount of coverage required.

d. Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

e. Professional Liability or Malpractice or Errors and Omissions Insurance with $1,000,000 minimum per occurrence.

f. It is understood and agreed by the parties that in the event that the Management Company consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

g. Management Company agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

7.15 Loss Control and Safety. Management Company shall retain control and remain responsible for the safety of its employees, agents, servants, and subcontractors, as well as all invitees and patrons of ECAT. Management Company shall, at all times during the term of this agreement, exercise safety precautions for the protection of all ECAT employees and patrons. Management Company shall make every effort to detect potential hazards and take prompt action to retain loss control as it relates to the operation and maintenance of ECAT.

7.16 Indemnification. Management Company agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Management Company's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Management Company or by anyone for whom the Management Company is legally liable. The parties understand and agree that such indemnification by the Management Company relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Management Company's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Management Company agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

7.17 Right of Entry. County, through its authorized agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter ECAT facilities for the purpose of inspecting and observing the administration of the services provided pursuant to this Agreement.

7.18 Non-Discrimination. Management Company shall, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, covenant and agree that:

a. No person on the ground of race, color, religion, national origin, sex, age or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, except as allowed by law.

b. Management Company shall not discriminate against any employee, applicant for employment, vendor, subcontractor or other person or entity needed for the provision of supplies, material or labor because of age, sex, physical handicap, marital status, color, religion, national origin or ancestry except where based on a bona fide occupational qualification or otherwise permitted by law.

7.19 Notices. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United

States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: First Transit, Inc.
Attention: Richard Dunning
600 Vine Street, Suite 1400
Cincinnati, OH 45202

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Either party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

7.20 Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Management Company without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

7.21 Force Majure. Except as otherwise provided herein, neither party shall be obligated to perform hereunder and neither shall be deemed in default if performance of the terms herein should be prevented by fire, earthquake, flood, act of God, labor strike, riot, civil commotion or other matter or condition of like nature, including the unavailability of sufficient fuel or energy to operate or any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.

7.22 Casualty. In the event ECAT or any portion thereof shall be destroyed or damages by fire or other casualty so as to prevent the use of ECAT for the purposes and for the period specified herein, or if ECAT may not be operated due to strikes, acts of God, national emergency or other causes beyond the control o County, then this Agreement shall be terminated or suspended in accordance with Section 6.10 above, and Management Company hereby waives any claim against County for damages by reason of such termination except for any earned proration of the Management Fee accruing to the date of the casualty.

7.23 Compliance with Laws. Management Company agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

7.24 No Waiver. The failure of Management Company or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

7.25 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Management Company acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

7.26 Conflicts of Interest. Management Company hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of Management Company now has or will have. Said disclosure shall be made contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to Management Company . Management Company at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

7.27 Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

7.28 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

7.29 Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 19th day of January, 2012, and First Transit, Inc., signing by and through its President, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Wilson B Robertson
Wilson B. Robertson, Chairman

Date: 2-15-2012

BCC Approved: 1-19-2012

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk

This document approved as to form and legal sufficiency.
By:
Title: ACA
Date: 1/18/12

MANAGEMENT COMPANY:
First Transit, Inc.

By: President

ATTEST:
By:
Corporate Secretary

(SEAL)

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR QUALIFICATIONS

Escambia County Area Transit (ECAT) Management Contract

SPECIFICATION NUMBER **PD 10-11.060**

RESPONSES WILL BE RECEIVED UNTIL: **3:00 p.m., CDT, Friday, July 29, 2011**

A Pre-Solicitation Conference will be held in the Office of Purchasing, Purchasing Conference Room 11.407, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502, on Friday, July 8, 2011 at 1:30 p.m. CDT. **All submitters are encouraged to attend.**

Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Kevin W. White, Chairman
Grover C. Robinson, IV, Vice Chairman
Marie Young
Wilson B. Robertson
Gene M. Valentino

Procurement and Technical Assistance:
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
(850) 595-4878
Fax: (850) 595-4807
Email: joe_pillitary@co.escambia.fl.us

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

PD 10-11-060
Request for Qualifications
Escambia County Area Transit (ECAT) Management Contract

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PD 10-11-060
Request for Qualifications
Escambia County Area Transit (ECAT) Management Contract

REQUEST FOR STATEMENTS OF QUALIFICATION
PUBLIC TRANSPORTATION SYSTEM
MANAGEMENT CONTRACT

I. INTRODUCTION

Escambia County, FL, Pensacola, FL (referred hereafter as the County) is requesting statements of qualifications (RFQ) from firms for management of the County's public transportation system, the Escambia County Area Transit (ECAT). The management of ECAT is guided by policies, objectives and service standards sanctioned by Escambia and the City of Pensacola.

II. SYSTEM DESCRIPTION

VEOLIA TRANSPORTATION, Ltd. presently manages ECAT. VEOLIA has created a subsidiary company, Veolia Transportation Services, Inc. to employ all ECAT transit personnel except the General Manager, Maintenance Manager and Finance Manager who work directly for VEOLIA.

The management company operates from a County-owned facility located at 1515 West Fairfield, Pensacola, Florida using a fleet of County owned vehicles. All office equipment, furniture, parts inventory and maintenance equipment required for the day-to-day transit operation are provided by the County.

Any firm selected to manage ECAT must abide by the terms and conditions of all current and subsequent agreements entered into by Escambia County pursuant to 49 U.S. C. 5333 (b) (formerly known as Section 13(c)) of the Federal Transit Act. The firm also must operate the services under the labor agreement negotiated between Veolia and the Amalgamated Transit Union Local 1395, which represents the hourly paid drivers and maintenance employees. This current labor agreement is in effect until September 30, 2012.

ECAT operates a fixed route system. The fixed route system has 27 peak hour buses, which operate on 16 routes Monday through Friday from 5:00am until 7:00pm, and a reduced service on all routes on Saturday. No Sunday service is provided. The active fleet includes 43 standard diesel powered buses and seven (7) diesel replica trolley buses.

Under contract with the Santa Rosa Island Authority (SRIA) ECAT operates a free Pensacola Beach Trolley Shuttle Service 10:00 a.m. - Midnight, Friday, Saturday and Sunday from May thru Labor Day. Under a separate contract with The University of West Florida, ECAT operates The University of West Florida Trolley Service on two (2) routes, 7:00 a.m. - 9:30 p.m. Monday thru Friday. Reduced service is provided on Saturday. Service schedules are adjusted for the academic calendar.

ECAT also administers the contract for the County ADA Paratransit Service, Transportation Disadvantaged Program, and Non-urbanized Transportation services.
These services are provided by the Community Transportation Coordinator (CTC), designated by the Florida-Alabama TPO.

Current ECAT staff consists of one hundred nine (109) employees; including sixty (60) drivers, (53 fixed route/7 trolley), thirty-two (32) maintenance employees and seventeen (17) general and administrative employees. The operating budget for ECAT for FY 10-11) (October 1, 2010 - September 30, 2011) is $ 8,806,000 with operating revenues estimated at $1,478,000.

Bus fares are $1.75 and transfers are Free. Seven (7) and Thirty (30) day passes, and 20 Ride Tickets are available. Half price fares are available for the elderly and disabled, and a reduced fare is provided for students. All fixed route buses are equipped with GENFARE electronic fareboxes and security cameras.

In addition to the buses, vans and trucks assigned to ECAT, ECAT also operates a County vehicle maintenance facility, which provides both scheduled and unscheduled maintenance on the County's fleet of non-transit vehicles including all types of fire apparatus, ambulances, trucks, automobiles and vans. The budget for this service is included in the budget information provided above.

III. SCOPE OF SERVICES

Firms submitting qualifications should be capable of performing the following management services:

- Short-range transit planning
- Equipment selection and maintenance of all assigned vehicles
- Utilization of computerized Fleet Maintenance Management Program ensuring standardized accounting for parts, labor and inventory
- Building utilization and maintenance
- Security, vehicles and facilities
- Routes and schedules
- Fare analysis
- Budgeting & Financial Management
- Safety and selected types of insurance
- Employee selection and training
- Employee relations
- Labor negotiations
- Marketing and Public Relations
- Preparation of specifications for capital equipment
- Administration of Escambia County Complementary ADA Paratransit Service, and Transportation Disadvantaged Program
- Other functions reasonably required in day-to-day ECAT operations
- Grants; All grant activities including application, administration, reporting and close-out in accordance with all FTA procedures. The same functions are required for Florida Department of Transportation (FDOT) funding programs. Management Company Staff required to perform all federal and state procedures required of Grantees (EEO, DBE, Title VI, NTDB, etc)
- Computer hardware and software selection, procurement and maintenance
- Preparation of FTA reports, compliance, and related programs
- Preparation of FDOT reports, compliance and related programs
- Procurement-Capital and operating and compliance with FTA regulations
- Environmental Compliance

VEHICLE MAINTENANCE SERVICES

- Maintenance of all assigned vehicles including, fire department vehicles, ambulances, emergency support vehicles and other miscellaneous vehicles.
- All preventive and non-scheduled maintenance services, including capability for 24/7 emergency service.
- Preparation of specifications and recommendations for replacement of all capital equipment.
- Employee selection and training, including Emergency Vehicle Technician (EVT) certification.
- Budgeting & Financial Management. Accounts (including inventory) separate from all mass transit accounts to avoid co-mingling of federal or state funding with maintenance fees.
- Utilize federal fully allocated costs procedures to determine hourly labor charge for non-transit vehicle maintenance services.

County will provide:

1. Short-range and long-range transit planning
2. Grant Administration
3. Purchasing
4. Insurance

IV. GUIDELINES FOR SUBMITTING QUALIFICATIONS

A. Each firm must submit **two (2) originals and eight (8) copies** on compact disc (CD) of the qualifications statement by 3:00 PM, CDT, July 29, 2011.

B. All submittals to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Submittals of qualifications may be mailed to 213 Palafox Place, 2nd Floor Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a **sealed envelope clearly marked:**

Specification Number PD "10-11.060" Escambia County Area Transit (ECAT) Management Contract: Name of Submitting Firm, Time and Date due".
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each submitter shall be responsible for his submittals being delivered on time as the County assumes no responsibility for same. Submittals received after the time set for solicitation closing will be rejected and returned unopened to the submitter.

Escambia County is a political subdivision of the State of Florida. It is governed by an independent elected five members Board of County Commissioners. The Board is elected by single member District vote for staggered terms. In Addition, the County has five Constitutional Officers, each elected by county-wide vote. The five Constitutional Officers of the County are: the Property Appraiser, the Sheriff, the Supervisor of Elections, the Clerk of the Circuit Court and the Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board of County Commissioners.

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

C. By submitting a qualifications statement, the firm agrees that the company does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.

D. The County will not consider any qualifications statement received after the deadline. Respondents are solely responsible for timely delivery and those statements received after the deadline will be returned unopened.

E. Responses to this RFQ should not be elaborately designed. Firms should describe the company's qualifications only to the extent that these qualifications can translate into delivery of the full scope of services to the Escambia County.

F. The issuance of this RFQ and receipt of qualifications statements by the County in no way commits the County to any contractual agreements for management of ECAT services. The County will not be liable for any expenses incurred by a respondent in preparing a qualifications statement.

V. CONTENT OF RESPONSE

A respondent should provide the following information in the submittal:

A. General Manager

The firm must submit a resume of the proposed General Manager including relevant education, training and experience in all areas listed under Scope of Services. Similar experience in other Florida local government communities or other public transit experience outside the state of Florida should be identified.

B. Maintenance Manager

The firm must submit a resume of the proposed Maintenance Manager including relevant education, training and experience in maintaining buses, trolleys, fire trucks, ambulances and large fleets, and expertise in related areas listed under Scope of Service. EVT certification is highly desirable.

C. Finance Manager

The firm must submit a resume of the proposed Finance Manager including relevant education, training and experience with federal, state and local government finance and accounting procedures, and expertise in all related areas listed under the Scope of Service. Similar experience in other Florida local government communities or other public transit experience with the Federal Transit Administration (FTA) should be identified.

D. Staff Support Services

Provide a staff support list with capabilities and a description of the support staff and appropriate responsibilities and technical services available to the County.

E. Transit Management Experience

Provide a list of transit managed systems including the start date and most recent renewal date of each contract. Provide the name, address and telephone number of a local official qualified to serve as a reference. A summary of the types of services provided should also be included.

F. Management Methodologies/Procedures

Identify management tools, procedures and practices used to manage systems.

G. **Achievements in the Transit Industry**

Identify major achievements in the transit industry including any innovative techniques and any specific cost savings that have resulted for clients in using these techniques.

H. **Financial Statement**

Provide a corporate financial statement for the most recent fiscal year. If a financial statement is not available, please provide documentation of the financial stability of the firm.

I. **Other Information**

The firm can submit any additional information that is believed to be pertinent and not requested elsewhere.

J. **Affidavit of Authenticity**

A respondent must include a signed and notarized Affidavit of Authenticity (Exhibit A) with the qualifications statement.

Management Company acknowledges that it has not engaged any public crimes and has completed the Public Entity Crime Disclosure Form.

VI. SELECTION

Based on information provided in the qualifications statement, the County may invite representatives of responding firms to provide more information in an interview. At minimum, the respondent's proposed general manager and senior level executive authorized to commit the firm to the contract will be present at such an interview.

Following evaluation of respondents, the County will select a firm and begin contract negotiations. If negotiations with the first choice firm are unsuccessful, the County may negotiate with the second choice firm. The County reserves the right to reject any and all responses and to select any firm whom in the County's opinion would best perform the services.

The County will use the following criteria in selecting a management company:

A. Proposed General Manager
B. Proposed Maintenance Manager
C. Proposed Finance Manager
D. Management Company staff support
E. Experience with Similar Systems
F. Financial Stability of Firm
G. Firms Organizational Depth and Resources
H. Firms ability to Deliver Full Scope of Services
I. Management Fee (Determined during negotiations)

VII. REQUEST FOR INFORMATION

Questions regarding this document should be directed to:

Mr. Joe Pillitary, CPPO, CPPB
Office of Purchasing
Purchasing Coordinator
213 Palafox Place, 2nd Floor
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4807
Email: joe_pillitary@co.escambia.fl.us

VIII. ADDENDUM

The response to this RFQ and all other accompanying documents or materials submitted by the respondents will be deemed to constitute part of the response. Changes to any certificates, modifications to this solicitation document or the submission of alternative proposals not specifically called for in this solicitation document will result in rejection of the response. Any proposed change in the response to this RFQ must be submitted in writing to the County at least fourteen (14) calendar days prior to the deadline for the RFQ. The submitted proposal must not contain erasures, changes or corrections. Any changes made to this RFQ will be made by Addendum and will be sent to all respondents. Should any Addendum be issued, certification of receipt of such must be included in the response.

IX. WITHDRAWAL OF QUALIFICATIONS STATEMENT

Response to this RFQ may be withdrawn by written request received by the County at any time prior to the deadline for receipt of responses.

X. LOBBYING

No firm will lobby any County official, employee, staff or agent on any matter regarding this RFQ.

XI. INSURANCE

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Joe Pillitary, CPPO, CPPB
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance

Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.
Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (erp) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

X. FEDERAL REQUIREMENTS AND SPECIAL CONDITIONS

1. General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Act, as amended. References include, but are not limited to, the Master Agreement FTA MA (16), dated October 1, 2009; FTA Circular 4220.1E, dated June 19, 2003; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

NOTE: "BIDDER" AND "CONTRACTOR" ARE USED SYNONYMOUSLY

2. Federal Changes

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

3. Notification of Federal Participation

In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of $500,000 or more, the Purchaser agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract (Public Law 102-141).

4. **Conflict of Interest**

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

5. **Lobbying**

This document incorporates the provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions o the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The requisite "Lobbying Certification" is included as ATTACHMENT "A."

The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

(1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;

(2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;

(4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services,"28 C.F.R. Part 35;

(5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;

(6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;

(9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

(5) **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166,"Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.

(6) **Environmental Justice.** The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.

(7) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 *et seq.*, and any amendments to these laws.

(8) **Other Nondiscrimination Statutes.** The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to this Contract.

(9) 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.

6. Civil Rights

(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. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 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, (4) **Access for Individuals with Disabilities** - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.

(4) **Access for Individuals with Disabilities** - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

(1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;

(2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;

(4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services,"28 C.F.R. Part 35;

(5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;

(6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;

(9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and

(12) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

(5) **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166,"Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.

(6) **Environmental Justice.** The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.

(7) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 *et seq.*, and any amendments to these laws.

(8) **Other Nondiscrimination Statutes.** The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to this Contract.

(9) 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.

7. Clean Air

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7414 as amended and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to comply with the applicable requirements of section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 US.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. The Recipient further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

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

8. Clean Air

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7414 as amended and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to comply with the applicable requirements of section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 US.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implemenlation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. The Contractor further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

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

9. **Environmental Protection**

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended 42 U.S.C. subsection 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994, FTA statutory requirements on environmental matters at 49 U.S.C. section 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq. and joint FHWA FTA regulations, "environmental Impact and Related procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and when promulgated, FHWA/FTA joint regulations, "NEPA and Related Procedures for Transportation Decision-making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420 and 49 C.F.R. Part 623. As a result of enactment of 23 U.S.C. §§ 139 and 326 as well as to amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

10. Energy Conservation

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

11. Debarment and Suspensions

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:

The certification in this clause is a material representation of fact relied upon by the City of Winston-Salem. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Winston-Salem, 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.

The Owner will be reviewing all third party contractors under the Excluded Parties Listing System at http://epls.arnet.gov/ before entering into any contracts.

The requisite Debarment and Suspension Certification is included as ATTACHMENT B

12. Termination or Cancellation of Contract

Termination or cancellation of the contract, in whole or in part, may be determined by the project if it is in the best interest of the project. A notice of termination shall be delivered to the Contractor, specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. The Contractor shall be paid for work that has been performed and completed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid. A 30 day notice of termination shall be required.

13. No Federal Government Obligations to Third Parties

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

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

14. Program Fraud and False or Fraudulent Statements and 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 a false, fictitious, or fraudulent claim, statement, submission, certification, or agreement with or to the Federal Government involving a project authorized by 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. 5323(l), 18 U.S.C. § 1001 or other applicable Federal law 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.

15. **Access to Records and Reports**

The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g).

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.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation,

16. **Contracting With Disadvantaged Business Enterprise**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs* and with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Winston-Salem deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

17. **Termination or Cancellation of Contract**

Termination or cancellation of the contract, in whole or in part, may be determined by the project if it is in the best interest of the project. A notice of termination shall be delivered to the Contractor, specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. The Contractor shall be paid for work that has been performed and completed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid. A 30 day notice of termination shall be required.

18. **Resolution of Disputes**

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

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

19. **Charter Service Operations**

The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

20. **School Transportation Operations**

The Contractor agrees that it will not (while performing work in connection with a Project financed under 49 U.S.C. chapter 53, or under 23 U.S.C. §§ 133 or 142) I engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient understands and agrees that if it or an operator violates that school transportation operations agreement, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

21. **Substance Abuse**

To the extent applicable, the Contractor agrees to comply with the following Federal substance abuse regulations:

a. Drug-Free Workplace. U.S. DOT regulations, "Government wide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 *et seq.*

b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
TELEFAX (850) 595-4805
http://www.myescambia.com

CLAUDIA SIMMONS
Chief, Purchasing

July 19, 2011

To: All Prospective Proposers:

ADDENDUM NUMBER 1: **Via- Email**

Re: **Escambia County Area Transit (ECAT) Management Contract, PD 10-11.060**

Proposers:

We recently sent you an Invitation to Bid on the above-mentioned specification.

This Addendum #1 provides for the following:

Questions and Answers to various questions regarding the bid as follows:

In preparation of our response to the RFQ referenced above, the following questions are being submitted in an effort to better understand the current operating environment. In demonstrating our ability to Deliver Full Scope of Services (selection criteria H) it is important that we clearly understand the administrative structure, roles and responsibilities. We appreciate your consideration.

The questions included do not ask financial related details as it was indicated that will be addressed in negotiations should a firm be selected. Nor was any pricing required by respondents. We would respectfully ask for the opportunity to present those questions as a "next step" should we selected for negotiations.

1. Is the subsidiary fully funded by the County (ECAT) to meet all expenses?
   No – Funding is a combination of Grants, Farebox Revenue, General Fund.

2. How will the subsidiary corporation provide insurance? Are the insurance requirements outlined in the RFQ fully funded by the County as a pass through expense but procured through the subsidiary?
   Yes – Subsidiary provides all Insurance. All costs reimbursed by County.

3. What procurement policies must be followed by the subsidiary corporation, i.e. must it follow County (ECAT) policies?
   Yes.

4. Please indicate if any of the following are currently in place on FR vehicles and provide descriptions:

   On board cameras - YES
   Drive Cam incident recording devices – N0
   Fareboxes (types) – GENFARE (GFI)
   MDT or similar devices - ZONAR
   Maintenance tracking - ZONAR

5. Will subsidiary corporation management be required to make all operating decisions or be required to consult with the County? YES

6. Section V page 5 – Please indicate what details would be expected in Section D – support services. Would this include corporate/ regional support as well as local staff? YES

7. What is the anticipated contract start date and term of contract? To be determined during the Contract negotiations.

8. Please provide a copy of the current contract in place between the County and the management services firm.

9. Page 2 Scope of Services outlines what the contractor is responsible for and page 3 states what the County will provide. There appears to be overlap. We seek the following clarifications:

What Fleet Maintenance Management Program is currently in place? Does the County own this product and will make it available to proposers? The County owns the facility; but, the contractor provides the labor.

Is Contractor responsible for all run cuts and if so what Transportation Management software is currently is in place for management of the system? Does this become available to incoming contractors?
Yes, the contractor is responsible. The software is not available to a different provider.

Please define what entails "Safety and Selected Types of Insurance". Indicate whether insurance is a pass through cost through subsidiary and detail what "selected types" are included.
The insurance is a reimbursable expense. The professional error and omission insurance is a contractor's expense. Please Review Section XI of the Request for Qualifications document for insurance requirements.

Please describe specific functions County will be responsible for in grant administration. Is County staff designated for these functions?
Grant administration is the responsibility of the Contractor. There is no County staff for this function.

Describe what is expected in "Administration of ADA and TD services".
Monitor and administer the Para-transit Agreement/Contract.

10. What Transportation Management Software is currently in use for the system? What applications are in use in conjunction with the software, i.e. MDTs, etc. Is there an expectation that the Management Firm will provide Transportation Management Software support?
The software is proprietary. The contractor provides their own software and software support.

11. Please provide clarification of any additional costs expected of the contractor over and above the management and corporate support outlined in the RFQ. Escambia County cannot forecast any unexpected costs for the contractor.

The date for the site visit will be Monday, July 25, 2011 at 1:00pm, CDT. The address is Rosa Parks Transit Complex, 1515 West Fairfield Drive, Pensacola, FL 32502.

The General Automobile and Excess or Umbrella Liability coverage has increased from 1,000,000 to 5,000,000. Please replace page 9 with the corrected page 9.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this addendum with your original signature, with your proposal as an acknowledgement of your having received same.

Sincerely,

Joe F. Pillitary J

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED: _____

COMPANY: _____
JP/lk

Attachment for Addendum 1
Page 9, Insurance

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $5,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy. 9

First Transit

Frank Tobey
First Transit, Inc.
1425 Poole Road
Moscow, TN 38057
Tel 901-409-8730

January 17, 2012

Joe Pillitary Jr. CPPB, CPPO
Board of County Commissioners
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place, Room 11.407B
Pensacola, FL 32502

Dear Mr. Pillitary,

This letter is to confirm our Best and Final Offer to provide Transit Management Service for Escambia Country.

Year 1 $393,000	Monthly $32,750
Year 2 $393,000	Monthly $32,750
Year 3 $400,860	Monthly $33,405
Year 4 $408,876	Monthly $34,073
Year 5 $417,048	Monthly $34,754

We look forward to the opportunity of working with you and Escambia County.

Sincerely,

Frank Tobey
Region Vice President
First Transit, Inc.

EXHIBIT
tabbies
B

A FirstGroup America Company