

EXHIBIT I

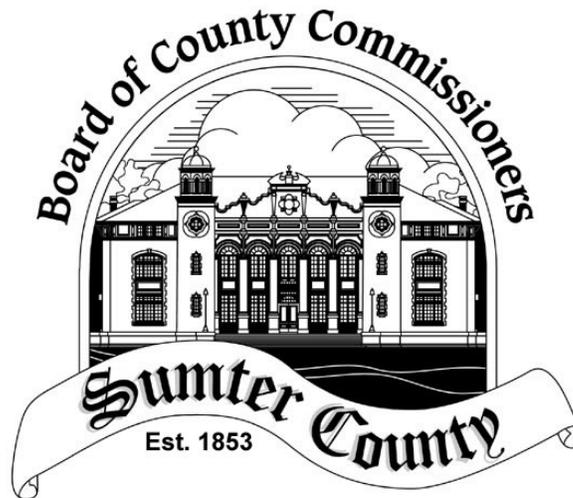
REQUEST FOR PROPOSALS

FOR

SUMTER COUNTY

SUMTER COUNTY TRANSPORTATION SERVICES

RFP # 006-0-2011/AT



Board of Sumter County Commissioners
Financial Services Department
Amanda Taylor, Procurement Coordinator
7375 Powell Road
Wildwood, FL 34785

Phone (352) 689-4435 Fax (352) 689-4401

Date of Issue: March 29, 2011

Due Date / Time: **April 28, 2011 @ 10:00am**

CALENDAR OF EVENTS / RFP TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Sumter County. If Sumter County finds it necessary to change any of these dates or times prior to the Proposals due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	March 29, 2011
Last Day for Questions	April 11, 2011 @ 5:00pm
Proposals Due	April 28, 2011 @ 10:00am proposals will be opened @ 10:05am in Room 208
Internal Proposal Review	April 28, to May 4, 2011
Selection Committee Meeting to Short List Proposals and Set Vendor Presentations	ALL VENDORS WHO SUBMIT A PROPOSAL MUST ATTEND. May 5, 2011 @ 10:00am in Room 102
Vendor Presentations and Selection Committee Meeting	May 6, 2011 @ 9:00am in Room 102
Sumter County BOCC Award and Contract	May 24, 2011

*Room 102 is located at The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785 on the first floor.

*Room 208 is located at The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785 on the second floor.

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PART 1 INTENT AND GENERAL INFORMATION

REQUEST FOR PROPOSALS

Sealed Proposals will be received by the Sumter County Board of County Commissioners (BOCC) located at 7375 Powell Road, Wildwood, Florida 34785, **April 28, 2011 @ 10:00 a.m. EST.**

Proposers shall take careful notice of the following conditions of this Request for Proposals:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace Proposals at any time until the deadline for submission of Proposals.
- All questions received by 5:00p.m., **April 11, 2011** will be considered. **Questions will not be answered over the phone.** Questions regarding the RFP process must be in writing and faxed to (352) 689-4401 attention Mrs. Amanda Taylor, or via email amanda.taylor@sumtercountyfl.gov. All Requests for Information (RFI's) regarding the project must be faxed to Sumter County, Attention Mrs. Amanda Taylor, 352-689-4401 or via email to amanda.taylor@sumtercountyfl.gov.
- Do not attempt to contact any Selection Committee Member, staff member or person other than Mrs. Amanda Taylor for questions relating to this project. Anyone attempting to lobby Sumter County BOCC representatives may be disqualified. The Selection Committee Members shall be: Deb Barsell, Community Services Director; David Levesque, Transit Manager; and Michael Woods, Transportation Coordinator with Lake-Sumter Metropolitan Planning Organization.
- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Financial Services Department for Sumter County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained in the Financial Services Department, 7375 Powell Road, Wildwood, Florida 34785 from 8:00 A.M. to 5:00 P.M.

IT IS THE SOLE RESPONSIBILITY OF EACH CONTRACTOR TO MONITOR DEMANDSTAR.COM FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS.

OPEN RECORDS

The Sumter County BOCC is governed by Florida's public record laws, Chapter 119 of the Florida Statutes. All bids, proposals, quotes and all solicitation documentation are open for public inspection ten (10) days after the solicitation opening or when Sumter County BOCC provides notice of a decision or intended decision, whichever is earlier. Certain proprietary and financial information from vendors may be excluded from release under very strict circumstances. This includes proprietary information or intellectual property as defined in F.S. 119.071 (1) (f).

VENDOR RESPONSIBILITY

Submitters are fully and completely responsible for the labeling, identification and delivery of their Proposals. Sumter County BOCC will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed Proposals identification.
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed Proposals identification, may be inadvertently opened upon receipt, thereby invalidating such Proposals and excluded from the official Proposals opening process.
- Invitation by Sumter County BOCC to vendors is based on the recipient's specific request and application to Demandstar.com, or as the result of response by the public to the legal advertisements required by the State.
- Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind. No proposer will be reimbursed for any cost incurred as a result of preparing or submitting their Proposals. Additionally, no travel expenses incurred as a result in participating in the Proposals process will be reimbursed.
- A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposals on a contract to provide any goods or services to a public entity, may not submit a Proposals on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- Proposals that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the Sumter County BOCC.

STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the following insurance coverages, limits, and endorsements described herein. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A-** or higher by A.M. Best.

Commercial General Liability The Contractor shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence and **\$2,000,000** Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability The Contractor shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Contractor does not own automobiles,

the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

Umbrella or Excess Liability (needed for large contracts as determined by Risk Management) The Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **\$2,000,000** Each Occurrence and **\$2,000,000** Aggregate. The Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured The Contractor shall endorse the County as an Additional Insured on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the County as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

The name of the organization endorsed as Additional Insured for all endorsements shall read "Sumter County Board of County Commissioners."

Indemnification The Contractor shall indemnify, defend and hold harmless the County, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the Contractor.

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the County, the Contractor shall, when requested by the County, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the County, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide the Contractor written notice of such revision or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance The Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The County shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The Contractor agrees the County reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the County.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners
Risk Management Department

Attn: Lita Hart
7375 Powell Road
Wildwood, FL 34785

PROPOSAL DOCUMENTS REQUIRED

The following documents and forms in the following arrangement must accompany each Proposal or alternate Proposal submitted:

- Proposals Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- Proposer Certification / Addenda Acknowledgement Form.
- Proposals Form.
- General Statement of Terms and Conditions must be signed and returned with the Proposals form.
- A sworn, notarized Statement of Reference and Similar Project Experience Form.
- A sworn, notarized Drug Free Work Place Certificate must accompany each Proposals or alternate Proposals.
- All other documents as required within the RFP and/or within the Scope of Services.
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposals Form (if applicable).
- A Certificate of Insurability, acceptable to the County, shall accompany each Proposals or alternate Proposals, in the amounts as prescribed by State and Sumter County BOCC.

EXAMINATION OF PROPOSALS DOCUMENTS

- Each vendor shall carefully examine the Scope of Work and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a vendor find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify Sumter County BOCC in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any vendor as to the meaning of the Proposals/Contract Documents. Any questions or request for interpretation received IN WRITING by Sumter County BOCC before 5:00 p.m., April 11, 2011, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal Conference (if applicable), mailed or sent by available or electronic means to all attending prospective

Submitters prior to the established Proposals opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Proposals Form.

- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her Proposals will nevertheless be construed as though it had been received and acknowledged and the submission of his Proposals will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposals Documents and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before Proposals are opened.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Proposals/Contract are to be considered as approximate only and are to be used solely for the comparison of Proposals received. The Sumter County BOCC and/or CONSULTANTS do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices Proposals.

GOVERNING LAWS AND REGULATIONS

The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PREPARATION OF PROPOSALS

- Signature of the Vendor: The Vendor must sign the Proposals forms in the space provided for the signature. If the Vendor is an individual, the words “Doing Business As _____,” must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, “Member of the Firm” should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the Proposals on behalf of the corporation must be stated and evidence of his authority to sign the Proposals must be submitted. The Vendor shall state in the Proposals Form the name and address of each person interested therein.
- Basis for Proposals: The price proposed for each item shall be on a lump sum or unit price basis according to the form of the Proposals. The Proposals prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the Sumter County BOCC, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the Sumter County BOCC of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall

be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

TAX EXEMPT STATUS

The Sumter County Board of County Commissioners is a governmental agency under Florida law and exempt from Florida sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PROTECTION OF RESIDENT WORKERS

The Sumter County BOCC actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee's eligibility to work in the U.S. upon demand by the Sumter County BOCC throughout the duration of the contract.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

The Sumter County Board of County Commissioners is a unit of local government and as such reserves the right to reject any and/or all Proposals, reserves the right to waive any informalities or irregularities in the Proposals or examination process, reserves the right to select low Proposals per item, and reserves the right to award Proposals and/or contracts in the best interest of the Sumter County Board of County Commissioners.

RIGHT TO AUDIT RECORDS

The Sumter County Board of County Commissioners shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

The Vendor by submitting a Proposals/bid acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this Proposals/bid for the same prices and/or terms being proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the vendor's approval. Without the vendor's approval, the seeking agency cannot Piggy-Back.

PART 2 EVALUATION AND AWARD

PROPOSALS EVALUATION

A response to this Request for Proposal (RFP) must follow all guidance contained in this document and the delivery of a sealed proposal information to the Sumter County BOCC by the due date and time. Once proposals are received in accordance with this RFP, the Selection Committee members will independently review each submission and score each proposal based on the evaluation criteria detailed below.

	Score	X	Weight	=	Rating
1. Quality of similar work that has been provided for other public entities. Reports from direct and indirect references will be evaluated as well as the County's right to conduct background inquiry of each Proposer.	_____		<u>0.30</u>		_____
2. Completeness of proposals, Exhibit L, and thorough explanation of how the work will meet performance expectations.	_____		<u>0.20</u>		_____
3. Comparable experience and background of the specific personnel that shall be assigned to the team that will serve the County.	_____		<u>0.20</u>		_____
4. Extent of applicable resources available to the firm.	_____		<u>0.10</u>		_____
5. Cost	_____		<u>0.20</u>		_____

SCORE:

0 = Non-Responsive

1 = Poor

2 = Fair

3 = Average (Included only minimum of what was asked for on subject criteria)

4 = Good

5 = Excellent

Do not attempt to contact any Selection Committee Member, staff member or person other than Mrs. Amanda Taylor for questions relating to this project. Anyone attempting to lobby Sumter County BOCC representatives may be disqualified.

The Selection Committee Members shall be: Deb Barsell, Community Services Director; David Levesque, Transit Manager; and Michael Woods, Transportation Coordinator with Lake-Sumter Metropolitan Planning Organization.

Recommendation of award will be provided on Demand Star once award is made at www.demandstar.com. The award will be based on the Proposal that is most advantageous to Sumter County. All Selection Committee recommendations are subject to Board approval.

The Selection Committee will meet to evaluate Proposals on **May 5, 2011** @ 10:00 a.m. in Room 102 located in The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

PROPOSALS AWARD

Submitters and vendors registered through www.demandstar.com will have access to award documents via the website. All others wishing to receive an official tabulation of the results of the opening of this Proposal are to submit a self-addressed, stamped business size (No. 10) envelope. Proposal results may also be requested by telephone, fax or electronic media.

PART 3 PROPOSALS SUBMITTAL

An original (1), an electronic version not password protected and with the forms sent in their original format (1) and five (5) copies for a total of seven (7), of each Proposals or alternate Proposals shall be submitted in a sealed envelope, prominently marked on the outside with the words, “**RFP # 006-0-2011/AT Sumter County Transportation Services**” with the firm name and return address. Proposals submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, “**RFP # 006-0-2011/AT Sumter County Transportation Services**” and the contents sealed as required.

- Deadline for Submissions in response to this Request for Proposals: Proposals must be received no later than **10:00 a.m. on April 28, 2011**. Proposals submitted by FAX or other electronic media will not be accepted under any circumstances. **Late Proposals will not be accepted, and will be returned, unopened, to the proposer, at the proposer’s expense.**
- Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Proposals on a contract to provide any goods or services to a public entity, may not submit a Proposals on a contract with a public entity for the construction or repair of any public building or public work, may not submit Proposals on leases of real property to a public entity crime, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of ten thousand dollars, (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The Sumter County Board of County Commissioner as a unit of local government reserves the right to reject any and/or all Proposals, reserves the right to waive any informalities or irregularities in the Proposals or evaluation process, and reserves the right to award contract(s) in the best interest of the Sumter County BOCC.

PAGE SPECIFICATIONS

- Page Limit – None.
- Page Size – 8 ½ x 11; oversized or pullout pages must be folded to accommodate this size.
- Binding – Shall be neat, professional and appropriate for the document’s thickness.
- Professional Cover Page – Not required but acceptable. If used, the cover page shall indicate the name and number of the solicitation. It shall NOT be used as a replacement for the Proposals Cover Page listed herein.
- Original Document – Shall have original signatures and be clearly noted ORIGINAL on the cover.

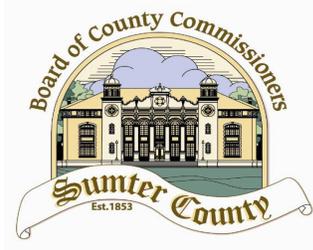
**PART 4
PROPOSALS DOCUMENTS
PROPOSALS COVER PAGE**

Name of Firm, Entity or Organization:
Federal Employer Identification Number (FEIN): State of Florida License Number (If Applicable): Name of Contact Person: Title: E-Mail Address:
Mailing Address: Street Address (if different): City, State, Zip: Telephone: _____ Fax: _____
Organizational Structure – Please Check One: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/> If Corporation: Date of Incorporation: _____ State of Incorporation: _____ States Registered in as Foreign Corporation:
Authorized Signature: Print Name: _____ Signature: _____ Title: _____ Phone: _____
<i>This document must be completed and returned with your Submittal.</i>

PROPOSER’S CERTIFICATION

Submit To: Sumter County Board of County Commissioners 7375 Powell Road Wildwood, Florida, 34785 Phone 352-689-4400 Fax 352-689-4401	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR PROPOSALS (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT			
DUE DATE: April 28, 2011	DUE TIME: 10:00 am	RFP # 006-0-2011/AT		
TITLE: Sumter County Transportation Services				
VENDOR NAME:	PHONE NUMBER:			
VENDOR MAILING ADDRESS:	FAX NUMBER:			
CITY/STATE/ZIP:	E-MAIL ADDRESS:			
<p>“I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose.”</p>				
_____	_____	_____	_____	_____
Addendum #	Addendum #	Addendum #	Addendum #	Addendum #
<p>“I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this Proposals is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent.”</p>				
_____		_____		_____
Authorized Agent Name, Title (Print)		Authorized Signature		Date
<i>This form must be completed and returned with your Submittal</i>				

**PROPOSALS FORM FOR
BOARD OF SUMTER COUNTY COMMISSIONERS**



Name of Firm Submitting Qualifications _____

Name of Person Submitting Qualifications _____

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Vendor proposes and agrees, if this submission is accepted, to contract with the Board of Sumter County Commissioners, to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

Signature

Date

[] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

STATEMENT OF TERMS AND CONDITIONS

This document must be completed and returned with your Submittal

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposals/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the tenant.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Financial Services Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the Board's Financial Services Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Financial Services Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Financial Services Manager at (352) 689-4435. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Financial Services Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Financial Services Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Financial Services Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Financial Services Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Financial Services Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

(Signature and Date)

REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		
Brief Description of Project:		

CONTRACTOR'S AFFIDAVIT

Sumter County Board of County Commissioners – SUMTER COUNTY TRANSPORTATION SERVICES

State of Florida
County of _____

Before me personally appeared _____ who is *(title)* _____
of *(the company described herein)* _____ being duly sworn, deposes and says that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by The Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known _____ or Produced Identification _____

Sworn to and subscribed before me this _____ day of _____, 20__

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

(Print Name of Notary Public)

(seal)

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under Proposals or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under Proposals or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- “As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your Submittal

**STATEMENT OF “NO PROPOSALS”
RFP # 006-0-2011/AT**

If you do not intend to submit a Proposal for this project, please complete and return this form prior to date shown for receipt of Proposals to: Sumter County BOCC, 7375 Powell Road, Wildwood, Florida 34785. Attn: Mrs. Amanda Taylor.

We, the undersigned, have declined to submit a Proposal for your **RFP # 006-0-2011/AT SUMTER COUNTY TRANSPORTATION SERVICES** for the following reasons:

- _____ Specifications are too “tight”, i.e. geared toward one brand or manufacturer only (please explain reason below)
- _____ Insufficient time to respond to Request for Proposals.
- _____ We do not offer this product/s or equivalent.
- _____ Remove us from your vendor’s list for this commodity or service.
- _____ Our product schedule would not permit us to perform to specifications.
- _____ Unable to meet specifications.
- _____ Unable to meet insurance requirements.
- _____ Specifications unclear (please explain below).
- _____ Competition restricted by pre-approved owner standards.
- _____ Other (please specify below or attach a separate sheet).

Remarks:

“We understand that if this “No Proposals” letter is not executed and returned, our name may be deleted from the list of qualified proposers for the owner for future projects or commodities.”

Company Name: _____

Address: _____

Signature and Title:

Telephone Number _____ Date _____

PART 5 SCOPE OF SERVICES

The Sumter County Board of County Commissioners is requesting Proposals from qualified firms/vendors for **RFP # 006-0-2011/AT SUMTER COUNTY TRANSPORTATION SERVICES.**

INTRODUCTION

BOCC is soliciting competitive proposals to furnish transportation services. A qualified firm/vendor shall propose to provide Option 1 or Option 2 with the difference associated with Option 1 including and Option 2 not including 24/7 Non-Emergency Stretcher and Bariatric Services. How the firm/vendor proposes to implement each option must be clearly identified separately with separate pricing within the one response submitted to the BOCC.

The passenger owned by the BOCC dedicated to its current transit operations will be available to the successful bidder. A list of passenger vehicles available is included herein (Exhibit K). The successful bidder must provide vehicle insurance as specified within this Request for Proposal (RFP). The BOCC will retain ownership of its vehicles and continue to provide preventative maintenance for them throughout the contract period. The initial contract period will be 3 years with two 1-year optional extensions at the same rate.

The successful bidder must cover costs associated with maintenance outside the Sumter County Maintenance Plan included herein (Exhibit I). The successful bidder must assume responsibility for the care and cleanliness of transit vehicles including daily cleaning of the inside and at least once weekly washing of the outside of each vehicle in service. Compliance with semi-annual inspections is required. There are no BOCC-owned vehicles to accommodate the services required with the 24/7 Non-Emergency Stretcher and Bariatric Services, and the successful bidder must provide vehicles and sufficient staff to serve stretcher and bariatric passengers.

The two options are listed below for its Transportation Disadvantaged program:

- ✓ Option 1: *Entire transit operation less 24/7 Non-Emergency Stretcher and Bariatric Services.* With this option the successful bidder will assume all operational functions of the CTC with the exceptions of direct billing of funding sources, submission of reports and grant proposals, customer complaints, receipt of customer satisfaction surveys, and preventative maintenance. The successful bidder will provide reservations, dispatching, all passenger trips (less non-emergency stretcher and bariatric), data management and reporting to CTC, grant writing, incident reporting, and coordination with Sumter County Transit Manager. Preventative vehicle maintenance, communication with an reporting to funding sources, passenger eligibility determination, and complaint receipt and resolution will be maintained by the CTC/BOCC. See sample contracts, Exhibit A and Exhibit B. Dispatching and All Passenger Trips is included: Currently BOCC has Drivers: 15 full-time equivalents (FTE, FTE=40 hours per week) drivers; 2 FTE dispatchers (clerk/drivers), and 2 FTE driver supervisors (team leaders). The current CTC budget for salaries, benefits, annual physicals, recertification, vaccinations, on-call drivers, and overtime supporting dispatching and driving is \$723,981 plus \$249,853 for gas. The budget figures provided for dispatching and driving passengers include Medicaid funding. The CTC is the Medicaid Transportation Coordinator for Sumter County. As such, it must provide transit services for eligible recipients to and from Medicaid provider visits. The requirements of the standard Medicaid Contract must be maintained by the successful bidder. See the sample contract, Exhibit B, for specific requirements. The Medicaid funding for the period for transportation services is \$276,504.
- ✓ Option 2: *Entire transit operation.* This includes Option 1 above and 24/7 Non-Emergency Stretcher and Bariatric Services. As the Community Transportation Coordinator (CTC), the

BOCC is required to provide non-emergency stretcher and bariatric transportation services on a 24-hour per day, 7-day per week (24/7) basis. The BOCC currently has non-exclusive contracts with Leopard Transport and DASH Transport to meet this requirement. The average monthly expenditure for the past 6 months under these contracts has been \$3,422. The BOCC reserves the right to only accept Option 1. Reservations and dispatch procedures for Medicaid, non-emergency and bariatric transit services are outlined in the sample contract (Exhibit B and Exhibit C).

The goal of this RFP is to provide transportation services to our customers, Monday-Friday, from 6:00 a.m.-7:00 p.m. and to provide CTC-approved non-emergency stretcher and bariatric services 24/7, 365 days per year while maintaining or improving current quantity and quality of customer service at a lower cost.

Please refer to the sample contracts (Exhibits A-C) for the option you are bidding upon for additional information to assist in crafting a response to this Request for Proposal (RFP).

The following documents are attached to assist the firm/vendor for information:

- Exhibit D. Driver Job Description
- Exhibit E. Sumter County Annual Operating Report for 2009-2010
- Exhibit F. Transportation Funding Sources excerpt from Sumter County Audit Report of September 30, 2009
- Exhibit G. Sumter County Substance Abuse Policy
- Exhibit H. Sumter County Transit Operations Manual
- Exhibit I. Sumter County Maintenance Plan
- Exhibit J. The Commission for the Transportation Disadvantaged Standards and Performance Requirements
- Exhibit K. Current Vehicle Inventory List
- Exhibit L. Certifications, Assurances, Referrals
- Florida Administrative Code: Chapter 41-2 @ <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=41-2>
- Florida Administrative Code: Chapter 14-90 @ <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=14-90>
Equipment and operational safety standards for bus transit systems
- Florida Statutes Chapter 427 is available @ <http://www.leg.state.fl.us/Statutes/>
- Sumter County Transportation Disadvantaged Service Plan (TDSP) is available @ <http://sumtercountyfl.gov/DocumentView.aspx?DID=1885>

BACKGROUND

The Lake-Sumter Metropolitan Planning Organization (LSMPO) serves as the Designated Official Planning Agency (DOPA) for the Sumter County Service Area and has designated the BOCC as the Community Transportation Coordinator (CTC). The BOCC is seeking proposals from firms/vendors qualified to provide the transportation options listed in the above "Introduction" for the Transportation Disadvantaged in Sumter County, Florida. The BOCC reserves the right to issue Coordination Agreements in accordance with the Florida Statute, Chapter 427.

In 1989, the Florida Legislature passed the revised Chapter 427, Florida Statutes, creating the Florida Commission for the Transportation Disadvantaged (CTD) and improving the coordination of transportation services for transportation disadvantaged persons. Following approval of the legislation, the CTD developed and adopted Rule 41-2, Florida Administrative Code (FAC) implementing the revised statute. The goal of the legislation and agency rule is to effectively coordinate funds and activities for providing transportation for transportation disadvantaged persons.

This is to be accomplished by a designated CTC that may provide the services itself or broker transportation to qualified transit Operators. Under the TD Program, the Local Coordinating Board (LCB) is responsible for the formulation and adoption of policies that ensure the quality of services provided and recommendation to BOCC of fares.

This RFP will lead to the designation of the most qualified agency(s)/firm(s) to provide Transportation Operator Services (Operator) for either option included herein. Interested firms may respond to this RFP by following the guidance outlined herein

The County will provide the vehicles listed in the current vehicle inventory list (Exhibit K) to perform Operator services with the exception of 24/7 Non-Emergency Stretcher and Bariatric Services. For Option 2, the Operator is required to provide a stretcher vehicle(s) in order to effectively perform the services required under the contract. The Operator is also required to have a vehicle equipped to handle a person weighing up to 600 pounds. The County will continue to submit grants to obtain additional vehicles for the delivery of services under Options 1 or 2 (excepting stretcher and bariatric equipment). The County's vehicles will be operated by the Operator's employees and therefore insured by the Operator. The County currently owns 27 vehicles that are dedicated to transportation services.

According to the FY 2009/10 Annual Operating Report (AOR) provided herein as Exhibit E, Sumter County provided 95,980 one-way passenger trips in the coordinated system and recorded approximately 757,605 total vehicle miles and 450,328 revenue miles. The annual operating expenses were \$1,543,793. A copy of the AOR is included in this package.

The successful bidder shall provide additional staff at the bid price to expand current operations, lengthen daily hours, or provide additional weekend and/or evening service. If programmatic funding is reduced, purchased services may be reduced, or it may be reduced at the discretion of the BOCC. Billing will be for services actually provided in the categories found in Sumter County Transportation Disadvantaged Service Plan (see website provided). **Bids not displaying flat rate per one-way trip paratransit trips and non-emergency stretcher and bariatric trips will be considered non-responsive. Hourly rates for established deviated-fixed routes must be priced at a flat rate based on per driver hour.**

The successful bidder shall be subject to the System Safety Program Plan (Exhibit H, Section V) and shall deliver service only with drivers who conform to those conditions. Any successful bidder shall be subject to ongoing system safety compliance by the Transit Manager or designee and the successful bidder shall be compliant throughout the term of the contract. The successful bidder agrees to file as a Disadvantaged Business Entity (DBE) with the State of Florida if eligible. The successful bidder agrees to sign and comply with a Master Agreement and all applicable Certifications and Assurances with the Federal Transit Administration (FTA) as amended annually. Additional standards for service delivery may be added to the System Safety Plan as such standards are demanded by the Florida Department of Transportation (FDOT), Federal Transit Administration (FTA), the BOCC, and/or standards of other funding agencies. The successful bidder will be advised in writing of such additions and they will become effective on the date prescribed by the regulatory or funding agency.

Billing shall be monthly. Payments will be reconciled with the current Transit software system or other data accumulation system used by CTC/BOCC.

A successful bidder must explain in the proposal submission how fuel costs for Sumter County will be segregated from fuel costs incurred under other vendor contracts/agreements. If Sumter County

fuel pumps are used by the Operator, the cost of fuel will be deducted from the monthly payment to the Operator.

Fares charged are recommended by the LCB, are set by the BOCC, and are subject to change. Current fares are listed in the TDSP. The farebox revenue must be accounted for daily by the Operator and cash handling procedures ensuring the integrity of the farebox must be included in a successful response. The farebox collections for the month will be deducted from the monthly payment to the Operator.

Service shall be available and provided only within the service areas addressed in Sumter County's TDSP. This plan may be subject to change during the term of the contract.

The successful bidder shall display comments and complaint cards and signage provided by the CTC in all vehicles used/in service under any contract with the BOCC. Complaint cards must only provide the contact information provided by the CTC.

Drivers are required to receive an initial DOT physical examination and at least once every 2 years thereafter. Physical examinations will be performed according to instructions and recorded by the physician on DOT Form Number 725-030-11, "Physical Examination Report for Bus Transit System Driver."

A successful bidder will provide to the CTC a monthly report for services rendered, which details demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the CTC and according to the instructions for the forms.

A successful bidder will explain in the proposal submission how fuel costs for Sumter County will be segregated from fuel costs incurred under other vendor contracts.

A successful bidder will describe the frequency and content of regular employee training.

On-time performance is essential. The successful bidder must describe how it will ensure destination/point-1 and return/point-2 pickups. Multi-loading is an acceptable and expected technique to maintain efficiencies. The successful must explain how it will achieve multi-loading and maintain on-time performance. The Operator will be responsible for meeting performance indicators listed in the TDSP. Financial penalties will be assessed by the CTC/BOCC for payment from the Operator in the case of not meeting performance expectations.

An Operator must comply with audit and recordkeeping requirements by utilizing the CTC recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Operators with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the Chart of Accounts and accounting definitions as outlined in the above referenced manual.

An Operator must retain all financial records, supporting documents, statistical records, and any other documents pertinent for a period of 5 years after termination of any Agreement. The CTC, CTC, and any other agency providing funding to the BOCC for transportation services shall have full access to and the right to examine any of the records and documents during the retention period.

COMPLIANCE REQUIREMENTS

A successful bidder must describe within the response to this RFP a full understanding of the compliance requirements listed with this section. Previous experience and examples of compliance polices and procedures could be illustrative of compliance experience.

Safety:

- Compliance with Section 341.061, F.S., and Rule 14-90, F.A.C., concerning System Safety;
- Compliance with Drug Free Workplace;
- Compliance with local, state, and federal laws, and CTD policies relating to drug testing;
- Compliance with Sumter County Maintenance Plan;
- Compliance with CTC System Safety Program Plan; and
- Compliance with BOCC insurance requirements by maintaining at least minimum liability insurance coverage in the amount of \$1,000,000 for each occurrence and \$2,000,000 aggregate.

Civil Rights:

- Compliance with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The Operator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the Coordinator.

Operator shall also assure compliance with the following:

- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- The Health Insurance Portability and Accountability Act (HIPAA) to protect the personally identifiable health information of clients be transported.
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- The State of Florida, Office of the Governor, Executive Order Number 11-02, which requires verification of employment status of current and prospective employees through E-Verify.
- All regulations, guidelines, and standards lawfully adopted under the above statutes.
- The Americans with Disabilities Act of 1990, as it may be amended from time to time.

Standards and Performance:

- Florida Administrative Code: Chapter 14-90 Equipment and operational safety standards for bus transit systems
- Florida Administrative Code: Chapter 41-2
- Florida Statutes Chapter 427

- The Commission for the Transportation Disadvantaged Standards and Performance Requirements
- Sumter County Substance Abuse Policy
- Sumter County Transit Operations Manual
- Sumter County Maintenance Plan
- Sumter County System Safety Program Plan
- Sumter County Transportation Disadvantaged Service Plan

Any services provided by successful bidder shall be in compliance with the requirements of Section 427.011, Florida Statutes, Rule 14-90 (see website) of the Florida Administrative Code and Rule 41-2 FAC (see website), and to the general public of Sumter County in conformance with local sponsoring agency requirements, policies, procedures, and standards as prescribed by the BOCC. The successful bidder shall comply with the minimum performance standards as described in the Transportation Disadvantaged Service Plan (“TDSP”) and available on website provided, as it may be amended from time to time. The successful bidder shall certify that it is aware of and shall comply with all federal, state, and local laws, rules, regulations, guidelines, plans and policies applicable to the provision of service under this contract, including but not limited to those listed in the previous section, “Compliance Requirements.”

The successful bidder shall perform the following transportation services for the CTC/BOCC:

- Provide safe, courteous, efficient, and cost-effective transportation in accordance with all applicable laws, ordinances, regulations, and plans.
- Comply with the Health Insurance Portability and Accountability Act (HIPAA) to protect the personally identifiable health information of clients be transported.
- In the event that the BOCC has declared a state of emergency, the successful bidder shall transport persons with special needs to appropriate shelters or other medical facilities as determined by the Health Department Director or designee. The successful bidder shall provide at least one (1) staff member per Emergency Operations Center (EOC) shift to reside in the County’s EOC during the emergency event to coordinate transportation services. The successful bidder may also be required to transport others at the direction of the Emergency Management Director. Successful bidder shall provide any information required for Sumter County to claim emergency or disaster grants or reimbursements from the state and/or federal government.
- Assist the BOCC in determining future requirements for vehicles that may be procured under Federal Transit Administration (FTA) or other agency grant programs.

The successful bidder shall compile and present, on monthly basis, the required data to complete the Annual Operating Report (AOR) and National Transit Database (NTD) reports, in the properly specified format. Due each month by the 5th day to include the following data elements:

- ✓ Number of one-way passenger trips identified by program or grant
- ✓ Trips by passenger type (elderly, child, etc.)
- ✓ Trips by trip purpose (medical, other, etc.)
- ✓ Unduplicated passenger head count
- ✓ Unmet trip request
- ✓ Passenger no-shows
- ✓ Number of road calls
- ✓ Total vehicle miles
- ✓ Total revenue miles
- ✓ Number of accidents
- ✓ Number of vehicles

- ✓ Number of complaints received (All complaints received by Operator will be referred to the CTC).

The successful bidder/Operator also shall perform the following tasks:

- Provide other reports deemed necessary by the BOCC to monitor the performance of the Operator.
- Refer all customer complaints to the CTC.
- Adhere to a minimum on time performance standard of 92% and provide a monthly report on the status of on-time performance.
- Provide emergency phone numbers to CTC/BOCC for all key administrative/management personnel. Also, BOCC shall designate a staff to serve as the CTC primary contact and will provide emergency phone numbers if needed.
- Wash vehicle exteriors at least once per week in all seasons, sweep and cleanup vehicle interiors each day, and thoroughly clean vehicle interiors once per week. Interior cleaning agents shall be fragrance free and shall not be offensive or injurious to individuals with heightened sensitivity to environmental toxins or fragrances. No air fresheners shall be used in the vehicles. Washing of the BOCC-owned vehicles must be considered in rate development.
- Pay for all costs of repair to vehicles for damage from collision, vandalism, misuse, or any other cause other than normal maintenance, which occur while such vehicle is in the possession of the Operator or its employees or agents, excluding normal mechanical maintenance problems, or damage resulting from improper vehicle maintenance. The BOCC shall be responsible for all costs of repair to vehicles from damage from any cause occurring while such vehicle is in the possession of BOCC or its employees or agents (other than the Operator).
- Insure all BOCC-owned vehicles used by Operator meet or exceed BOCC minimum coverage and in the event of damage to a vehicle, repair said vehicle within 30 days of date of damage.
- Ensure all drivers and passengers are secured in seats with seat belts at all times the vehicle is in operation unless exempt by law.
- Ensure common wheelchairs and other mobility aids are secured with a securement system meeting the standards established by the Americans with Disabilities Act and its applicable regulations. Adequate securement materials shall be carried in the vehicle at all times for all wheelchair or other mobility aid positions in the vehicle.
- Ensure drivers and passengers do not smoke, eat, or drink in the vehicle and a sign shall be prominently posted inside the vehicle advising passengers of this prohibition. The only exception will be as indicated in the TDSP.
- Ensure drivers and passengers do not play loud music in the vehicle; however, passengers (not drivers) may play personal radios and CD players using headphones/ear buds.
- Pay any fines incurred in the operation of a BOCC-owned vehicle, including parking and toll violations.

Driver Standards and Duties:

The successful bidder shall ensure that all drivers assigned to provide transportation services under the agreement comply with the following eligibility and performance standards:

- Each driver shall possess a valid driver's license for the class of vehicle operated and shall be trained in the proper operation of the vehicle and its accessories.
- Each driver shall possess all locally required licenses and/or permits.
- Each driver must be a licensed driver for a minimum of 2 years and meet the requirements of the Operator's insurance requirements.

- While on duty, all drivers shall wear picture identification with driver's name and the name of the company visible at all times.
- Drivers shall at all times wear the assigned uniforms and maintain proper grooming and personal hygiene.
- Drivers shall collect all data required by the BOCC to be used in preparing reports and passenger surveys.
- Drivers shall collect and safeguard all fares.
- Drivers shall pass FDOT physicals.
- Drivers shall pass drug and alcohol screens prescribed by FDOT.
- Before hiring or assigning a driver to service the successful bidder shall conduct or have conducted a Level II background check based on the driver's social security number and conduct required screening through the E-Verify system. No driver shall be hired or assigned to work under this Agreement if a violation of F.S. 435.04 has occurred.
- Drivers shall not solicit or accept gratuities or any other money or favors from passengers except the fare they are directed to collect.

The successful bidder agrees to

- follow all federal and state standards governing its drivers
- maintain a file on each driver that includes copies of annual motor vehicle records, record of complaints, commendations and accident reports, and documentation of training completed
- maintain a separate and confidential physical and drug screen file as required by FDOT available for inspection annually
- provide adequately trained drivers and projects a professional and courteous image at all times
- provide a driver training program that conforms to all state and federal requirements.

Operating Standards:

The successful bidder shall render transportation in accordance with the following operating standards and procedures:

- Door-to-door service in accordance with guidance provided by the CTC/BOCC.
- Safe, courteous service in accordance with all applicable laws, ordinances, and regulations.
- Shared rides must be utilized whenever possible.
- A wheelchair accessible vehicle must be used when requested by clients requiring a lift who qualify for transportation.
- Make every effort to minimize rider time on board the vehicle consistent with the goal of increasing efficiency and shared riding.
- A passenger shall be allowed 5 minutes to report for boarding measured from the time the driver notifies the rider of arrival. If rider fails to acknowledge the vehicle presence and to report for boarding within 5 minutes, driver may report the trip as a no show. In the event that driver arrives at the address more than 5 minutes before the scheduled pick-up time, customer shall have until the scheduled time to report for boarding. The Operator must ascertain any special needs of the person in providing them with services.
- The Operator must ensure that all drivers along the deviated-fixed route allow flag stops at safe locations until instructed otherwise.

Service Limits and Descriptions:

- All drivers shall receive uniforms by the Operator. The uniform supplied must be approved by the CTC/BOCC. Approval will not be unreasonably withheld. Drivers shall not wear shorts of any type unless they are part of a uniform provided by the successful bidder and approved by the CTC/BOCC. Button-less tee-shirts or sleeveless athletic shirts shall not be worn by drivers in the provision of service. Drivers may not operate service vehicles without wearing

close-toed shoes with backs. Backless sandals or "flip-flops" shall not be worn while operating service vehicles.

- All drivers shall offer assistance to any passenger who has difficulty walking, boarding, or exiting the vehicle and shall stand by the passenger entrance when elderly or otherwise unsteady passenger boards or exits the vehicle.
- All drivers shall obtain and maintain minimum training for American Red Cross Standard First Aid, CPR Certification, National Incident Management System (NIMS) online courses 100 and 700, and National Safety Council Defensive Driving in addition to a Class "B" Endorsement "P" and air brakes CDL or better prior to driving. No Driver may operate a Transit bus without the previously mentioned CDL license or better. **All costs for such training shall be borne by the Operator.** Other training requirements shall be obtained within 90 days. The successful bidder will provide "in-service" training for new drivers for a minimum of six (6) working days at no cost to the BOCC. Such training shall be undertaken with an experienced driver. Exceptions for experienced para-transit drivers may be granted by the CTC/BOCC.
- The Operator shall strictly comply with the Sumter County Substance Abuse Policy and Testing Program and 49 CFR Part 655. The Operator will provide all drug pre-employment testing services applicable to that program/policy. **Additionally, all random, post-accident, return to work, and reasonable suspicion drug and alcohol testing will be performed on all Operator's system-safety employees as directed by CTC/BOCC. The cost of such tests will be borne by the Operator. The additional cost, if any, should be calculated in the bid price.**
- No drivers shall smoke in County properties. Drivers shall not use cell phones or any other personally owned communications devices while in the driver's seat including texting. Obscene or vulgar language is forbidden.
- All drivers shall be issued, read, and adhere to the Sumter County Transit System Safety Plan, Substance Abuse Policy, and the Operations Manual attached to this bid. Additionally the successful Operator shall have an accident policy in place upon commencement of the contract. The Operator's policy shall be delivered to County upon request and shall at a minimum replace any Driver in service having two accidents caused by said Driver within a 1-year period, or three such accidents during his or her career as a Driver under this contract.
- The successful Operator will remove any employee, who in the opinion of the CTC/BOCC designee violates the policies contained herein or for any other substantial reason. This includes violation of the accident policy referenced herein.
- The successful bidder will fully describe driver/employee remuneration schedules and benefit structure including minimum hourly wages, health insurance coverage, paid time off, holidays.

BILLING AND PAYMENT:

The successful bidder acknowledges that each billing must be reviewed by the CTC/BOCC. If it is determined that the billing is not commensurate with services performed, work accomplished or hours expended, the successful Operator shall adjust billing accordingly.

The CTC/BOCC shall pay the successful bidder's monthly billing in accordance with Sections 218.70 through 218.80 Florida Statutes, the Florida Prompt Payment Act.

AUDIT REQUIREMENTS:

The successful bidder shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this agreement which shall be available and

accessible at the Successful bidder's office for the purpose of inspection, audit and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the contract/agreement. Prior to destruction of any records, the successful bidder shall notify the CTC/BOCC and deliver to the CTC/BOCC any records requested. All such records shall be subject to the provisions of Florida's Public Records Law, F.S. Section 119, and any applicable exemptions.