

**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA  
CONTRACT AGREEMENT FOR 21-RG0014/PH  
CONTRACTOR OPERATED PARTS STORE (COPARS)**

**THIS CONTRACT AGREEMENT** is made and entered into as of the date of execution by both parties, by and between HERNANDO COUNTY, a political subdivision of the State of Florida, herein after referred to as the "County" and "Vector Fleet Management, LLC", licensed to do business in the State of Florida, hereinafter referred to as "Vendor/Contractor".

**WITNESSETH**

**WHEREAS**, the County intends to undertake the Project described as "Contractor Operated Parts Store (COPARS)", and employ Vendor/Contractor in connection with this Project; and,

**WHEREAS**, the County issued Request for Proposal (RFP) No. 21-RG0014/PH on April 14, 2021; and,

**WHEREAS**, the County evaluated and ranked the proposals received and found Vendor/Contractor qualified to perform the necessary and required services, and

**WHEREAS**, the Vendor/Contractor has reviewed the scope of services required pursuant to the Contract Agreement and is qualified, willing, and has the necessary resources to provide and perform all such required services in accordance with its terms and conditions as identified in Articles I thru XIV; and all Attachments to this Contract Agreement.

**NOW, THEREFORE**, the County and Vendor/Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

**ARTICLE I. CONTRACTOR OPERATED PARTS STORE (COPARS)**

- A. Vendor/Contractor agrees to diligently provide Contractor Operated Parts Store and to perform the required services in the manner described in the Scope of Services in RFP No. 21-RG0014/PH, attached hereto and incorporated herein.
- B. This Contract Agreement shall commence on October 1, 2021 and shall continue through the completion of the Contract in accordance with **Exhibit C**, Project Schedule, attached hereto and incorporated herein.

**ARTICLE II. TERM**

The initial term of this Contract Agreement shall be for a three (3) year period beginning October 1, 2021. There is an option to renew the Contract Agreement for three (3) additional one (1) year terms in accordance with RFP Section III, Para 12.16.

**ARTICLE III. COMPENSATION AND PAYMENT OF VENDOR/CONTRACTOR'S SERVICE**

- A. Vendor/Contractor represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Contract Agreement shall be accurate, complete, and current at the time of entering into the Contract Agreement.
- B. The County's performance and obligation to pay under this Contract Agreement is contingent upon an appropriation by the Board of County Commissioners. The County shall promptly notify Vendor/Contractor if the necessary appropriation is not made.
- C. Costs for all Vendor/Contractor branded parts sold to the County which are not subject to purchase using Federal funds will be current jobber store acquisition List Price less a 45% Percent Discount.

Pricing shall be available to County, per request, via a pricing website, which shall be updated when prices change. Pricing on Vendor/Contractor's non-brand Vendor/Contractor parts and Original Equipment Manufacturer ("OEM") Parts which are not subject to purchase using Federal funds will be the current acquisition Cost Plus less a 9.5% Percent Discount. All purchases, whether of Vendor/Contractor branded parts or non-Vendor/Contractor branded parts or OEM parts, which the County notifies Vendor/Contractor in accordance with the terms of the Contract Agreement (its documents) are to be acquired using Federal funds shall be billed to the County at Vendor/Contractor's acquisition List Price less a 45% Percent Discount with no additional markup(s). Vendor/Contractor shall invoice the County for all Inventory purchased pursuant to this Contract Agreement on a monthly basis according to the Compensation fee schedule in **Attachment B**.

- D. Administrative costs (Overhead) include any and all costs and expenses associated with the operation of the COPARS on-site store.
- E. County will be billed at the end of each month for Administrative cost on an "in arrears" basis. In addition, Vendor/Contractor may use any Sub-Contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by Vendor/Contractor identified as Non-Vendor products), and County will be billed an additional charge for any such purchases so as to yield Vendor/Contractor a 9.5 percent (9.5%) mark up on such purchases.

#### ARTICLE IV. ADDITIONAL SERVICES

If, upon Contract Amendment prepared by the County's Chief Procurement Officer and acceptance of the Amendment to Contract Agreement by Vendor/Contractor, the Vendor/Contractor shall perform those additional services identified and contemplated to include renewal periods exercised by the County and if such services are not required as a result of error, omission, or negligence of Vendor/Contractor, then in such event Vendor/Contractor shall be entitled to additional compensation. The additional compensation shall be computed by Vendor/Contractor on a revised fee quotation proposal submitted to the Hernando County Fleet Management Department Supervisor/Manager for review and approval. The proposed fee or fees shall be agreed upon by Contract Amendment before commencement of any additional services or changes incorporated into this Contract Agreement by written Amendment of the parties. Any additional service or work performed before a written amendment to this Contract Agreement is exercised or consummated, the Vendor/Contractor shall not be compensated by the County.

#### ARTICLE V. METHOD OF PAYMENT

- A. The County shall pay Vendor/Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act of Florida Statutes, Section 218.70 (Current Edition), upon receipt of the Vendor/Contractor invoice and written approval of same by the County Fleet Management Department Manager/designee indicating that services have been rendered in conformity with this Contract Agreement. Vendor/Contractor shall submit an invoice for payment to the County on a monthly basis for those specific services as described in **Attachment A**, Scope of Services and the corresponding amount as described in **Attachment B**, Fee Schedule, attached hereto and incorporated herein that were completed during that invoicing period.
- B. For those specific services that were partially completed, progress payments shall be paid monthly in proportion to the percentage of completed work on those specific service activities as approved in writing by the County Fleet Management Department Manager/designee.

- C. Vendor/Contractor invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. Vendor/Contractor is responsible for providing all necessary documentation that may be required by the County.

#### **ARTICLE VI. LIABILITY OF THE PARTIES**

Vendor/Contractor shall pay on behalf of or indemnify and hold harmless County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of the negligence, intentional misconduct, or default of Vendor/Contractor arising out of or in any way connected with the Vendor/Contractor or Sub-Contractors' performance or failure to perform under the terms of this Agreement (this section of the Contract Agreement will extend beyond the term of the Contract Agreement). The Vendor/Contractor is liable for any damages to County property, buildings, fixtures, improvements, furniture, supplies and equipment and injuries to County officers, employees, agents and the invitees arising out of or resulting from the Vendor/Contractor's performance of obligations under the Contract Agreement. The Vendor/Contractor is liable for acts or omissions of its personnel, employees and officers in connection with any criminal activity, harassment, discrimination, and other prohibited employment practices in the performance of obligations under the Contract Agreement.

#### **ARTICLE VII. VENDOR/CONTRACTOR'S INSURANCE**

Before performing any work pursuant to this Contract Agreement, Vendor/Contractor shall procure and maintain, during the life of this Contract Agreement unless otherwise specified, insurance as specified in **Attachment D**, Insurance Requirements, attached hereto and made a part of this Agreement. The insurance requirements and provisions are identified in RFP Section 12.9.

#### **ARTICLE VIII. RESPONSIBILITIES OF VENDOR/CONTRACTOR**

- A. Vendor/Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all reports other documents and data produced by Vendor/Contractor under this Contract Agreement. Vendor/Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its reports, or other documents and data.
- B. If Vendor/Contractor is comprised of more than one (1) legal entity; each entity shall be jointly and severally liable hereunder.
- C. Vendor/Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for Vendor/Contractor), to solicit or secure this Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor/Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract Agreement.
- D. Vendor/Contractor covenants and agrees that it and its employees shall be bound by the standards of conduct of Florida Statutes, Section 112.313 (Current Edition), attached hereto, as it relates to work performed under this Contract Agreement.
- E. Vendor/Contractor shall comply with Florida Statutes, Section 287.133 (Current Edition), attached hereto, Public Entity Crimes.
- F. Vendor/Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract Agreement.

- G. Vendor/Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract Agreement which shall be available and accessible at the Vendor/Contractor offices for the purpose of inspection, audit, and copying upon five (5) day notice and during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the Contract Agreement services.
- H. Neither the County's review, approval, or acceptance of, nor payment for, the services required under this Contract Agreement shall be construed to operate as a waiver of any rights under this Contract Agreement or of any cause of action arising out of the performance of this Contract Agreement.
- I. The rights and remedies of the parties provided for under this Contract Agreement are in addition to any other rights and remedies provided by law.

#### **ARTICLE IX. USE OF WORK PRODUCTS**

- A. Computer systems and databases used for providing the documents necessary to this Contract Agreement must be able to be compatible with Fleet Focus AssetWorks.
- B. The County operates on a Cisco/Nortel hybrid optical network behind a Check Point firewall. County PCs run Microsoft Windows-compatible software. The County's wireless network is Cisco based. The County shall provide Vendor/Contractor access to secure internet line availability during the initial Contract performance period – its term and any renewal periods exercised.

#### **ARTICLE X. TIMELY PERFORMANCE OF VENDOR/CONTRACTOR PERSONNEL**

- A. The timely performance and completion of the required services is vitally important to the interest of the County. Vendor/Contractor shall assign a Project Manager, together with such other personnel as are necessary to assure faithful and timely delivery of services pursuant to the requirements of this Contract Agreement. The personnel assigned by Vendor/Contractor to perform the services of this Contract Agreement shall comply with the information presented in the proposal response submission, any negotiations performed/incorporated, and any future Amendments to the Contract Agreement made a part hereof by reference. Vendor/Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to Vendor/Contractor key personnel must be communicated to the Fleet Management Department Manager/designee and copy the County's Chief Procurement Officer in writing, prior to changes becoming effective.
- B. The services to be rendered by Vendor/Contractor shall commence upon Vendor/Contractor receipt of written Notice to Proceed (NTP) from the County's Chief Procurement Officer. The time limits set forth in **Attachment C**, Project Schedule, shall commence to run on the date of the Notice to Proceed.
- C. Time is of the essence in the performance of this Contract Agreement. Vendor/Contractor specifically agrees that all work performed under the terms and conditions of this Contract Agreement shall be completed within the time limits as set forth and agreed to in this Contract Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. Force majeure shall be deemed to be any cause affecting the performance of this Contract Agreement arising from or attributable to acts, events, omissions, or accidents beyond the reasonable control of the parties. Notwithstanding the foregoing, Vendor/Contractor agrees to make reasonable

commercial efforts to meet required delivery times, but conditions out of Vendor/Contractor's reasonable control, such as adverse traffic or weather conditions, may delay deliveries that are required from off-site locations/vendors. Vendor/Contractor's employees shall make such deliveries in a manner consistent with safe and responsible driving practices.



- D. Vendor/Contractor agrees to provide to the Fleet Management Department Manager/Designee, upon request, written progress reports concerning the status of the Project. The County's Fleet Management Department Manager/Designee may determine the format for this progress report.

The County shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by Vendor/Contractor.

- E. In the event unreasonable delays occur on the part of the County or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by Vendor/Contractor which delay the project schedule completion date, the Fleet Management Department Manager/Designee coordinating with the County's Chief Procurement Officer shall not unreasonably withhold the granting of an extension of the project schedule time limitation equal to the aforementioned delay.

#### **ARTICLE XI. OBLIGATIONS OF COUNTY**

- A. The County's Administrative Agent (Fleet Management Department Manager/Designee) is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Contract Agreement. If necessary, a specific program manager (designee) will be authorized to perform the responsibilities of the County's Administrative Agent. The County shall designate any specific project manager in the Notice to Proceed. The responsibility of the County's Administrative Agent shall include:
- (1) Examination of all reports, proposals, and other documents presented by Vendor/Contractor, and render in writing, decisions pertaining thereto within a reasonable time.
  - (2) Transmission of instructions, receipt of information, interpretation and definition of County policies and decisions with respect to matters pertinent to the work covered by this Contract Agreement.
  - (3) Review for approval or rejection all of Vendor/Contractor documents and payment requests.
- B. The County shall, upon request, furnish Vendor/Contractor with all existing data, plans, studies and other information in the County's possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the County and shall be returned to the County's Administrative Agent upon completion of the services to be performed by Vendor/Contractor. The County's Fleet Management Department Manager/Designee shall conduct periodic reviews of the work of Vendor/Contractor necessary, for the completion of the Vendor/Contractor services during the period of this Contract Agreement and may make other County personnel available, where required and necessary to assist Vendor/Contractor. The availability and necessity of said personnel to assist Vendor/Contractor shall be determined solely within the discretion of the County.
- C. The County shall not provide any services to Vendor/Contractor in connection with any claim brought on behalf of or against Vendor/Contractor.
- D. The County shall provide, at its sole expense, usable space for Vendor/Contractor's on-site store and Vendor/Contractor's inventory. County shall provide access to restroom facilities for Vendor/Contractor employees. Further, County shall furnish, at its sole expense, all utilities for the onsite store(s) including water, sanitation, sewer, light, telephone, heat, gas, electricity, access to secure internet availability, power, fuel, janitorial and all other utilities and services rendered or delivered to the onsite store(s) whatsoever. County shall, at all times during the term of this Contract Agreement, at County's expense, maintain in good condition and repair (so as to prevent any damage or injury to Vendor/Contractor's employees, the inventory or other personal property located in the onsite store(s)) the roof, exterior walls, foundation, and structural portions of the onsite store(s).

**ARTICLE XII. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) calendar days written notice to Vendor/Contractor to terminate the Contract Agreement services of Vendor/Contractor and, in that event, Vendor/Contractor shall cease work and shall deliver to the County all documents, (including reports, designs, specifications, and all other data) prepared or obtained by Vendor/Contractor in connection with its services. The County shall, upon receipt of the aforesaid documents, pay all undisputed amounts due and owing to Vendor/Contractor at the time of Contract Agreement termination. This written notice can be communicated and delivered by e-mail, courier, U.S Mail and or U.S. Certified mail at the option and sole decision of the County.
- B. In the event that Vendor/Contractor has abandoned performance under this Contract Agreement, then the County may terminate this Contract Agreement upon three (3) calendar day's written notice to Vendor/Contractor indicating its intention to do so. The written notice shall state the evidence indicating Vendor/Contractor's abandonment. Payment for work performed prior to Vendor/Contractor's abandonment shall be as stated above. This written notice can be communicated and delivered by e-mail, courier, U.S Mail and or U.S. Certified mail at the option and sole decision of the County.
- C. Vendor/Contractor shall have the right to terminate services only in the event of the County failing to pay Vendor/Contractor properly documented and submitted invoice within forty-five (45) calendar days of the approval by the County's Administrative Agent, or if the Project is suspended by the County for a period greater than sixty (60) calendar days.
- D. Vendor/Contractor shall have the right to terminate services for its convenience upon one-hundred twenty (120) calendar day's written notice. This termination notice shall be delivered to the Fleet Management Department Manager/Designee.
- E. The County reserves the right to terminate and cancel this Contract Agreement in the event Vendor/Contractor shall be placed in either voluntary or involuntary bankruptcy or a legal assignment is made for the benefit of creditors.
- F. In the event that performance deficiencies of the Vendor/Contractor are identified by the County, the County will provide written notice to Vendor/Contractor and a reasonable opportunity to cure is provided, and after consultation with the County's Chief Procurement Officer, the County shall have the right to terminate this Agreement and refuse to make payment for such services mis-performed due to:
  - (1) The quality of a portion, or all, of Vendor/Contractor work not performed in accordance with the requirements of this Contract Agreement.
  - (2) The quantity of Vendor/Contractor work not delivered or performed as represented in Vendor/Contractor payment request, or otherwise.
  - (3) Vendor/Contractor rate of progress, not progressing such that in the County's opinion, substantial or final completion, or both may be inexcusably delayed.
  - (4) Vendor/Contractor failure to use the Agreement funds, previously paid Vendor/Contractor by the County, to pay Vendor/Contractor Project-related obligations including, but not limited to, Sub-Contractors, laborers and material and equipment suppliers.
  - (5) Claims made, or likely to be made, against the County, or its property.
  - (6) Loss caused by Vendor/Contractor.
  - (7) Vendor/Contractor failure or refusal to perform any of the obligations to the County after written notice and a reasonable opportunity to cure as set forth above. The parties' rights hereunder survive the term of this Agreement and are not waived by final payment or

acceptance and are in addition to the obligations stated in **Attachment A**, Scope of Services.

- G. Upon termination, expiration, or non-renewal of this Contract Agreement, County shall purchase all non-vendor branded inventory at current price structure. The County also shall have the option to purchase any branded inventory, owned by Vendor/Contractor and located in the on-site store(s) at Vendor/Contractor's current acquisition cost.

### **ARTICLE XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Contract Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If direct discussion is unsuccessful, the parties agree to enter into mediation in Hernando County, Florida, with a mediator mutually agreed to by the parties, and with the parties sharing equally in the cost of such mediation.
- B. In the event mediation is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. This Contract Agreement and the rights and obligations of the parties shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Contract Agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Contract Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract Agreement and/or any other claim of injury or damage.
- D. Unless otherwise agreed in writing, Vendor/Contractor shall be required to continue its services and all other obligations under this Contract Agreement during the pendency of a claim or dispute including, but not limited to, the actual period of mediation or judicial proceedings.

### **ARTICLE XIV. MISCELLANEOUS**

- A. This Contract Agreement constitutes the sole and complete understanding between the parties and supersedes all Contract Agreements between them, whether oral or written with respect to the subject matter. No Amendment change or Addendum to this Contract Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Contract Agreement by written modification action by and between the parties. For any material change in the scope of services or any increase in the compensation for the services, the Board of County Commissioners for the County and the duly authorized representative for Vendor/Contractor shall agree in writing to this change. For all other changes, the County Fleet Management Manager coordinating with the County's Chief Procurement Officer and Vendor/Contractor representative shall agree in writing to the change by written Amendment/Modification. Refer to Section III.12.Terms and Conditions and Exhibit A with Attachments A, B and C. If a conflict exists between Exhibit A with Attachments A, B, and C and the Section I through Section IV, Section I through Section IV shall prevail.
- B. Any reference to a specific section of the Florida Statutes in this Contract Agreement shall mean that the specific section or a successor section shall by reference be made a part of this Contract Agreement as though set forth in full.
- C. The language of this Contract Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.



- D. Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Contract Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.
- E. Vendor/Contractor shall not assign any interest in this Contract Agreement and shall not transfer any interest in same (whether by assignment or notation) without the prior written consent of the County, except that claims for the money due or to become due Vendor/Contractor from the County under this Contract Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such legal transfer or legal assignment due to bankruptcy shall be promptly given to the County.
- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Contract Agreement or any applicable law. If any term, condition, or covenant of this Contract Agreement and those contained within the RFP documents is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract Agreement shall be valid and binding on each party.
- G. The parties covenant and agree that each is duly authorized to enter into and perform this Contract Agreement and those executing this Contract Agreement and all RFP documents submitted have all requisite power and authority to bind the parties.
- H. Any notices, invoices, reports, or any other type of documentation required by this Contract Agreement shall be sufficient if sent by the parties to be communicated and delivered by e-mail, courier, U.S Mail and or U.S. Certified mail (postage paid) at the option and sole decision of the County, to the addresses listed below:  
 Vendor/Contractor Name: Vector Fleet Management, LLC.  
 Title: Aubrey Felton - Executive Vice President  
 Address: 9300 Harris Corners Parkway, Suite 350, Charlotte NC, 28269  
 Telephone: 704-597-2262 Facsimile: \_\_\_\_\_ E-mail: afelton@vectorfleet.com
- I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- J. Vendor/Contractor is independent Vendor/Contractor and all employees' personnel provided by Vendor/Contractor to staff the onsite parts store(s) are employees of Vendor/Contractor.

## ARTICLE XV. SUPPLEMENTARY CONDITIONS FOR FEDERAL CONTRACT CLAUSES

Hernando County is a recipient of Federal Transit Administration (FTA) funding. The Vendor/Contractor(s) shall comply with the following FTA Contract clauses.

### 1. **ACCESS TO RECORDS AND REPORTS** 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

- 1.1. **Record Retention.** The Contractor will retain and will require its Sub-Contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not

limited to, data, documents, reports, statistics, Sub-Agreements, Leases, Sub-Contracts, arrangements, other third-party Agreements of any type, and supporting materials related to those records.

- 1.2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and



reports required under this Contract for a period of at not less than five (5) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- 1.3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its Contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required.
- 1.4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its Contractors access to the sites of performance under this Contract as reasonably may be required.

2. **CARGO PREFERENCE – USE OF UNITED STATES-FLAG VESSELS** 46 U.S.C. § 55305, 46 C.F.R. part 381

The Contractor agrees:

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

3. **CLEAN AIR ACT AND CLEAN WATER ACT** 42 U.S.C. §§ 7401 – 7671q, 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

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

4. **CIVIL RIGHTS AND EQUAL OPPORTUNITY**

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

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

- 4.2.1. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 4.2.2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 4.2.3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 4.2.4. Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 4.2.5. Title VI of the Civil Rights Act.** In determining the types of property or services to acquire, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d et seq. and DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing DOT's Title VI0020 regulations.

**5. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 C.F.R. part 26**

**5.1.** The Contractor, Subrecipient or Sub-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 C.F.R. part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

**5.1.1.** Withholding monthly progress payments;

**5.1.2.** Assessing sanctions;

**5.1.3.** Liquidated damages; and/or

**5.1.4.** Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)."

**5.2.** Further, Hernando County requires prime Contractors to pay Sub-Contractors for satisfactory performance of their Contracts no later than 30 days from receipt of each payment Hernando County makes to the prime Contractor.

**5.3. Overview** It is the policy of Hernando County and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted Contracts. It is also the policy of Hernando County to:

**5.3.1.** Ensure nondiscrimination in the award and administration of DOT-assisted Contracts;

**5.3.2.** Create a level playing field on which DBE's can compete fairly for DOT-assisted Contracts;

**5.3.3.** Ensure that the DBE program is narrowly tailored in accordance with applicable law;

**5.3.4.** Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

**5.3.5.** Help remove barriers to the participation of DBEs in DOT assisted Contracts;

**5.3.6.** To promote the use of DBEs in all types of federally assisted Contracts and procurement activities; and

**5.3.7.** Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

**5.4.** This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. Hernando County shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, Hernando County may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous Contracts with Hernando County.

**5.5. Contract Assurance** The Contractor, Subrecipient or Sub-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 C.F.R. part 26 in the award and administration of DOT-

assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Hernando County deems appropriate.

**5.6. DBE Participation** For the purpose of this Contract, Hernando County will accept only DBE's who are:

- 5.6.1.** Certified, at the time of bid opening or proposal evaluation, by the Florida Unified Certification Program (UCP) Disadvantaged Business Enterprise (DBE) Directory or,
- 5.6.2.** An out-of-state firm who has been certified by either a Local government, State government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- 5.6.3.** Certified by another agency approved by Hernando County.

**5.7. Good Faith Efforts**

- 5.7.1.** If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), Hernando County will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that Hernando County will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:
- 5.7.2.** Documented communication with Hernando County's DBE Coordinator (questions of IFB or RFP requirements, Sub-Contracting opportunities, appropriate certification, will be addressed in a timely fashion);
- 5.7.3. Pre-Bid meeting attendance.** At the pre-bid meeting, Hernando County generally informs potential Bidder/Offeror's of DBE Sub-Contracting opportunities.
- 5.7.4.** The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- 5.7.5.** Written notification to DBE's encouraging participation in the proposed Contract; and
- 5.7.6.** Efforts made to identify specific portions of the work that might be performed by DBE's.
- 5.8.** The Bidder/Offeror shall provide the following details, **at a minimum**, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:
  - 5.8.1.** The names, addresses, and telephone numbers of DBE's that were contacted;
  - 5.8.2.** A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
  - 5.8.3.** Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.
- 5.9.** Further, the documentation of good faith efforts must include copies of each DBE and non-DBE Sub-Contractor quote submitted when a non-DBE Sub-Contractor was selected over a DBE for work on the Contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder/Offeror has made good faith efforts, the Authority may take into account the performance of other Bidder/Offeror in meeting the Contract goals. For example, if the apparent successful Bidder/Offeror failed to meet the goal but



meets or exceeds the average DBE participation obtained by other Bidders/Offerors, the Authority may view this as evidence of the Bidder/Offeror having made good faith efforts.

#### **5.10. Administrative Reconsideration**

**5.10.1.** Within five (5) business days of being informed by Hernando County that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder/Offeror should make this request in writing to Hernando County's Chief Procurement Officer and Contracts Manager James S. Wunderle. The County's Chief Procurement Officer and Contracts Manager James S. Wunderle will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

**5.10.2.** As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned

reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. Hernando County will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

#### **5.11. Termination of DBE Sub-Contractor**

**5.11.1.** The Contractor shall not terminate the DBE Sub-Contractor(s) listed in the DBE Participation Schedule (Attachment 15) without Hernando County's prior written consent. Hernando County may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE Sub-Contractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE Sub-Contractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE Sub-Contractor to substitute for the original DBE and immediately notify Hernando County in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 5.13 below (Sanctions for Violations).

#### **5.12. Continued Compliance**

**5.12.1.** Hernando County shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to Hernando County that summarize the total DBE value for this Contract. These reports shall provide the following details:

**5.12.1.1.** DBE utilization established for the Contract;

**5.12.1.2.** Total value of expenditures with DBE firms for the quarter;

**5.12.1.3.** The value of expenditures with each DBE firm for the quarter by race and gender;

**5.12.1.4.** Total value of expenditures with DBE firms from inception of the Contract; and

**5.12.1.5.** The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

**5.12.2.** Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Departmental Office of Civil Rights. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

**5.12.3.** The successful Bidder/Offeror shall permit:

- 5.12.3.1.** Hernando County to have access to necessary records to examine information as Hernando County deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and Contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- 5.12.3.2.** The authorized representative(s) of Hernando County, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- 5.12.3.3.** All data/record(s) pertaining to DBE shall be maintained as stated in Section 12.10, Maintenance of Records.

### **5.13. Sanctions for Violations**

**5.13.1.** If at any time Hernando County has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, Hernando County may,

in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- 5.13.1.1.** Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- 5.13.1.2.** Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

### **6. ENERGY CONSERVATION Energy Conservation 42 U.S.C. 6321 et seq., 49 C.F.R. part 622, subpart C**

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

### **7. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION 2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I), Executive Order 12549, Executive Order 12689**

#### **7.1. Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each Contract at any

tier of \$25,000 or more, and to each Contract at any tier for a federally required audit (irrespective of the Contract amount), and to each Contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, the Contractor shall verify that its principals, affiliates, and Sub-Contractors are eligible to participate in this federally funded Contract and are not presently declared by any Federal department or agency to be:

- 7.1.1. Debarred from participation in any federally assisted Award;
- 7.1.2. Suspended from participation in any federally assisted Award;
- 7.1.3. Proposed for debarment from participation in any federally assisted Award;
- 7.1.4. Declared ineligible to participate in any federally assisted Award;
- 7.1.5. Voluntarily excluded from participation in any federally assisted Award; or
- 7.1.6. Disqualified from participation in any federally assisted Award.

7.2. By signing and submitting its Bid or Proposal, the Bidder or Proposer certifies as follows:

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

8. **LOBBYING RESTRICTIONS** 31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J), 49 C.F.R. part 20

- 8.1. See Attachment 12

9. **NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

- 9.1. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each Sub-Contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the Sub-Contractor who will be subject to its provisions.

10. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS** 49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31

- 10.1 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.

**10.2** The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

**10.3** The Contractor agrees to include the above two (2) clauses in each Sub-Contract 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 Sub-Contractor who will be subject to the provisions.

**11. RECYCLED PRODUCTS/RECOVERED MATERIALS** 42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.322

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

**12. SAFE OPERATION OF MOTOR VEHICLES** 23 U.S.C. part 402, Executive Order No. 13043, Executive Order No. 13513, U.S. DOT Order No. 3902.10

**12.1. Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Hernando County.

**12.2. Distracted Driving**

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

**13. TERMINATION** 2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

For all Contracts in excess of \$10,000, the Termination clause extends to all third-party Contractors and their Contracts at every tier and Sub-Recipients and their Sub-Contracts at every tier.

**13.1. Termination for Convenience (General Provision)**

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



**13.2. Opportunity to Cure (General Provision)**

- 13.2.1.** Hernando County, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions
- 13.2.2.** If Contractor fails to remedy to Hernando County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Hernando County setting forth the nature of said breach or default, Hernando County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hernando County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**13.3. Termination for Default (Supplies and Service)**

- 13.3.1.** If the Contractor fails to deliver supplies or to perform the services within the time specified in this Contract or any extension, or if the Contractor fails to comply with any other provisions of this Contract, Hernando County may terminate this Contract for default. Hernando County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this Contract.
- 13.3.2.** If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Hernando County.

**13.4. Waiver of Remedies for any Breach**

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

**14. VIOLATION AND BREACH OF CONTRACT 2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)****14.1. Rights and Remedies of Hernando County**

Hernando County shall have the following rights in the event that Hernando County deems the Contractor guilty of a breach of any term under the Contract.

- 14.1.1.** The right to take over and complete the work or any part thereof as Hernando County for and at the expense of the Contractor, either directly or through other Contractors;
- 14.1.2.** The right to cancel this Contract as to any or all of the work yet to be performed;
- 14.1.3.** The right to specific performance, an injunction or any other appropriate equitable remedy; and
- 14.1.4.** The right to money damages.

**14.2. Rights and Remedies of Contractor**

In as much as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Hernando County, the Contractor expressly agrees that no default, act or omission of Hernando County shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Hernando County directs Contractor to do so) or to suspend or abandon performance.

**14.3. Remedies**

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Hernando County will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Hernando County takes action contemplated herein, Hernando County will provide the Contractor with sixty (60) days written notice that Hernando County considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

**14.4. Performance during Dispute**

Unless otherwise directed by Hernando County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**14.5. Claims for Damages**

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

**14.6. Remedies**

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

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

**15. CHANGES AND MODIFICATIONS.** FTA's Role and Responsibilities. FTA does not participate in the recipient's decisions involving change orders, constructive changes, or modifications, but reserves the right to review the recipient's supporting documentation as necessary to determine the extent of FTA assistance that may be used to support those costs.

**16. BUY AMERICA.**

**16.1.** The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

**16.2.** The Vendor/Contractor must submit to the County the appropriate Buy America certification below with its Bid. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

**17. FLY AMERICA.**

**17.1. Definitions.** As used in this clause—

**17.1.1.** "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

**17.1.2.** "United States" means the 50 States, the District of Columbia, and outlying areas.

**17.1.3.** "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

**17.2.** When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires Contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

**17.3.** If available, the Contractor, in performing work under this Contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

**17.4.** In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows: (Attachment 11)

**17.4.1. Statement of Unavailability of U.S.-Flag Air Carriers (Attachment 11)**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

*State reasons:* \_\_\_\_\_ (End of statement)

**17.5.** The Contractor shall include the substance of this clause, including this paragraph 17.5, in each Sub-Contract or purchase under this Contract that may involve international air transportation.

**Proposer/Firm acknowledges and agrees to the following:**

**Proposer/Firm shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:**

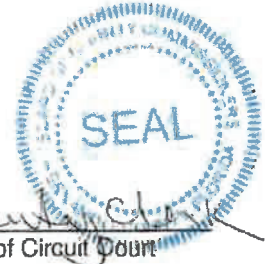
- 1) All persons employed by the Proposer/Firm during the term of the Contract to perform employment duties within Florida; and**
- 2) All persons, including Sub-Contractors, assigned by the Proposer/Firm to perform work pursuant to the Contract with the Department.**

Attachments:

- "A" - Scope of Services from RFP
- "B" - Compensation and Method of Payment
- "C" - Project Schedule - Contract Term/Renewal
- "D" - Certificate of Insurance (To Be Provided at Contract Award)
- "E" - Notice to Proceed (To Be Provided at Contract Award)
- "F" - Proposal Submitted by Vector Fleet Management, LLC

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

BOARD OF COUNTY COMMISSIONERS (SEAL)  
HERNANDO COUNTY, FLORIDA



*[Signature]*  
for John Allocco, Chairman

Attest: *[Signature]*  
Douglas A. Chorvat, Jr., Clerk of Circuit Court

(FIRM/COMPANY NAME) Vector Fleet Management, LLC

By *[Signature]* Aubrey Felton      Witness *[Signature]* Alice J. Hicks

Aubrey Felton / Executive Vice President  
Printed Name and Title of Professional

Alice Hicks - Marketing Manager  
Printed Name and Title of Professional



**FLY AMERICA**  
**Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

*State reasons:* \_\_\_\_\_

(End of statement)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Name Printed

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from [www.gsa.gov/forms-library/disclosure-lobbying-activities](http://www.gsa.gov/forms-library/disclosure-lobbying-activities))

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Company/Firm: Vector Fleet Management, LLC

By:  Date: 07/06/2021  
Authorized Signature

Title: Executive Vice President

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

0348-0046

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <b>Vector Fleet Management, LLC</b> * Street 1 <b>9300 Harris Corners Parkway, Suite 350</b> Street 2 _____ * City <b>Charlotte</b> State <b>NC</b> Zip <b>28269</b> Congressional District, if known: _____		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>     		
<b>6. * Federal Department/Agency:</b> _____	<b>7. * Federal Program Name/Description:</b> _____ CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
<b>b. Individual Performing Services</b> (including address if different from No. 10a) Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.  * Signature: Completed on submission to Grants.gov * Name: Prefix _____ * First Name <b>Aubrey</b> Middle Name _____ * Last Name <b>Felton</b> Suffix _____ Title: _____ Telephone No.: _____ Date: Completed on submission to Grants.gov		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

## Convicted or Discriminatory Vendor List Statement

Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on the contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

Name of Company/Firm: Vector Fleet Management, LLC

By:  Date: 07/06/2021  
Authorized Signature

Title: Executive Vice President

#### Instructions for Certification

1. Certifies the company/firm are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the federal department or agency;
2. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in this document; and
4. have not within five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the above is unable to certify to any of the statements in this certification, then the company/firm shall attach an explanation to this agreement.



## ATTACHMENT "A"

The selected Vendor/Contractor shall provide personnel, management, parts, vehicles, petroleum products and supplies necessary to run an efficient and effective on-site parts operation that covers all hours worked by each facility, including overtime due to peak demand and emergency operations. Specific facility parts requirements will be based on the assets assigned for repair and maintenance at each location. All parts, (including grease, oil, lubes, cleaners, batteries, and tires) necessary to maintain, repair and operate fleet vehicles and equipment, plus those items used by other agency personnel that have been traditional stock items of the existing stock room will be covered by the resulting Contract. The County maintains the sole right to procure specific items outside this Contract as deemed necessary, such as tires, etc.

The Vendor/Contractor shall have access to and control over sufficient inventory provided either by the Vendor's on-site or off-site stock, its own warehouse, original equipment manufacturer (OEM) and/or by negotiation with one (1) or several local parts operations to furnish 75% of the County's parts requirements on demand and 90% of the County's parts requirements within twenty-four (24) hours following the request with the exception of proprietary parts. If the standard is not met, proof of attempt must be submitted. The Vendor/Contractor shall evaluate the usage history of the current inventory of vehicle parts and thereafter on a monthly basis to identify those that should be removed from stock, added to stock, and to determine the stocking levels of those that should remain in stock. The Vendor/Contractor shall adhere to the stock reorder plan detailed in the Proposal. Prompt response time to parts requests is crucial to establish and maintain a high level of maintenance shop productivity. Any decision to make changes that will impact response times will be mutually agreeable with the County Fleet Management Department Manager or designee and the Vendor/Contractor.

**The Awarded Vendor/Contractor:** Shall perform a physical inventory of all of the County Parts that are then located in the Warehouse. The Awarded Vendor/Contractor shall purchase the current inventory from Hernando County based on the current averaged pricing in the Fleet Management Department Services database (Fleet Focus by Asset Works). The decision regarding obsolete parts will be agreed upon and approved by both parties. The parts purchased by the Awarded Vendor/Contractor will be sold to the County on an "as needed basis" at the purchase price plus any markups.

The Awarded Vendor/Contractor shall provide stock and non-stock original equipment manufacturer (OEM) parts supplies and equipment that meet or exceed OEM, SAE, UL, Mil-spec, ANSI or other industry quality standards, or aftermarket items in equal or higher quality. A minimum of Grade 5 is required on all Fasteners. All hydraulic equipment, components and parts must meet JIC and SAE specifications. The County reserves the right to inspect the quality of materials, supplies and equipment proposed to be furnished and County right to reject any item(s) deemed not to meet original equipment standards and performance. All such items provided by the Awarded Vendor/Contractor for resale to the County will remain the property of the Vendor/Contractor until used by the County. At its discretion, the County may elect to purchase and maintain ownership of certain specialized items. The County reserves the right to purchase parts and/or services from other sources if the Awarded Vendor/Contractor cannot obtain the desired part(s) by start of business the day following County request and, in emergency situations, to procure parts immediately, if the Vendor/Contractor cannot supply the part(s) in the agreed upon acceptable time frame. The Vendor/Contractor will be responsible for any cost above the cost specified in the Contract in such cases. Additional charges incurred by the County in this case will be deducted from the Vendor's monthly invoice.

The Vendor/Contractor shall not issue parts or supplies to County personnel without a proper work order requisition (WOR). The Vendor/Contractor shall give a paper and electronic receipt containing specific information with item descriptions as delivered to the County employee for each work order requisition.

At a minimum, the receipts shall contain specific tracking information, i.e., equipment number, asset number, reference number (work order number), receiving employee name, parts quantities, part number, part cost and alpha description, price detail and any other data deemed necessary for effective accounting tracking. The Vendor/Contractor will input all required parts data into the maintenance management software program – **Fleet Focus by Asset Works** "or" **acceptable equivalent system**.

The County will provide training to Vendor/Contractor in the use of the current Fleet Focus by Asset Works. Parts data downloads will be available to the Vendor/Contractor.

Neither County employees nor any other individual or private enterprise will be allowed to purchase parts or supplies from the on-site contractor operated parts store operation. Operations, stock, facilities, and management of the on-site store are to be used primarily for the County needs outlined herein. Nothing herein however should prevent the Vendor/Contractor from transferring parts stock from one fleet facility shop to another to meet immediate needs of participating agency fleets or returning obsolete and outdated parts.

The Vendor/Contractor shall be responsible for all costs associated with providing inventory, pickup/delivery, vehicles, personnel, and administrative overhead to operate the facility. The Vendor/Contractor **shall define the cost accounting methodology to be used to recover these costs**. The Vendor/Contractor is to provide Fleet Management Services Manager or designee with current verifiable price schedules of all parts/supplies purchased during Contract period.

#### **WARANTY REQUIREMENTS:**

The Vendor/Contractor shall maintain warranty records in Fleet Focus by Asset Works (or equivalent system) of items sold to the County and issue any credits, including labor and parts, due the County that are covered under these warranties.

All items must include full manufacturer's warranties and guarantees. The Vendor/Contractor must guarantee all items purchased for equipment repair and maintenance applications will fit the intended application and further guarantee that the product will work on the intended application. On-site replacement for defective, inferior, or non-fit items must be guaranteed by the Awarded Vendor/Contractor. Any discrepancies will be approved by the County Fleet Management Manager or designee.

#### **TECHNICAL, REPORTING AND EQUIPEMENT REQUIREMENTS:**

**Equipment:** The Vendor/Contractor shall use current state of the art computer hardware and software to control and report on its operations. The computer system shall be capable of, but not limited to, providing online information on the parts facility inventory and other Vendor/Contractor owned inventories operating in Hernando County facilities, monitoring, and reporting the status of parts on hand, parts on order, parts on backorder, usage of parts and services, costs, billing information and historical data on vehicles and equipment. This information will be made available upon request to the County to assure a cost-effective operation.

**Reporting:** The Vendor/Contractor shall provide comprehensive activity reports from its computer database on a weekly basis. Some activity items, such as, but not limited to, lost sales, backorders and number-of-days on order will be required on a daily basis. The County reserves the right to require any information considered necessary to monitor the Vendor/Contractor's operation and to receive them on whatever frequency needed (i.e., daily, weekly, or monthly). Such reports shall be provided to the County Fleet Management Manger or designee. The Vendor/Contractor shall provide a monthly report for compliance the County Fleet Management Manager or designee.

**Computer/Equipment/Software:** The Vendor/Contractor shall provide specialized equipment such as terminals and printers for Vendor/Contractor's computer system, office machines, file cabinets, shop equipment, recycling apparatus, vehicles and other facilities and services that may be mutually agreed to. If the Vendor/Contractor fails to determine the proper programming language or other pertinent technical requirements and such failure leads to the development of Custom Software that does not interface or function properly with the County's existing or planned systems, then the Vendor/Contractor will re-perform, at its sole expense, all programming work or other services that are necessary to correct the performance deficiency.

**Computer Systems Overview – County System:** The County operates on a Cisco/Nortel hybrid optical network behind a Check Point firewall. County PCs run Microsoft Windows-compatible software. The County's wireless network is Cisco based. The County shall provide Vendor/Contractor access to secure internet line availability during the initial Contract performance period – its term and any renewal periods exercised.

**STAFFING REQUIREMENTS:**

The Vendor/Contractor shall provide sufficiently trained, knowledgeable, and service-oriented personnel to operate the total parts function efficiently and effectively as detailed. The Vendor/Contractor will provide all services such as parts runners, hose manufacturing, etc. necessary to achieve 85% parts and supplies availability to the technician for the technicians first request. **The Vendor/Contractor's Proposal shall include provisions for staffing not only during normal working hours but also during times of emergency, vacation, and sick leave.** The Vendor/Contractor is required to have someone available on-call to issue parts after normal working hours. The Vendor/Contractor shall be responsible for the hiring, staffing, promoting, transferring and dismissal of any person employed in the performance of the resulting Contract. Hernando County requires that the Vendor/Contractor perform a criminal background check and routine drug testing on each employee. Hernando County reserves the right to be able to provide feedback on performance of the Vendor/Contractor's employee(s). The Vendor/Contractor shall also be responsible for all wages, taxes, fringe benefits and training of these employees. This individual will not be a County employee nor deemed a County employee. Restocking of parts that are returned from technicians must be approved and documented by Fleet Management Service Manager or his/her designee.

The Vendor/Contractor or the Vendor/Contractor's employees shall direct any comments, questions, or concerns during the course of the resulting Contract Award to the County Fleet Management Services Operations Manager, Fleet Manager, or his/her representative.

**TRAINING REQUIREMENTS:**

The Vendor/Contractor shall provide/coordinate technical (mechanical) and/or product knowledge training to County Fleet Management Operations employees/staff as deemed appropriate for use of new or current products. When possible, the Vendor/Contractor shall make available any Technician training, either web-based or classroom (Product Knowledge (PK) classes that Vendor/Contractor currently offers to other customers at no additional charge to the County for its Fleet Management staff.

**BILLING:**

The Vendor/Contractor shall invoice the County on a monthly basis no later than five (5) working days following the end of the month. The invoice shall contain a complete account of all activity for the month ending, including (but not limited to):

Description and Part number

Vehicle Asset Identification Number (helps to track grant items)

Quantity sold,

Cost of parts sold to the County and

Cost of delivery (shipping & handling) for special order requests on direct charge as pre-approved by the County Fleet Management Manager or his/her designee and/or non-stock items as specified in the resulting Contract.

Reference Paragraph 11.6 of RFP No. 21-RG0014/PH

The County is not to be charged freight charges on stock parts or parts available in the Hernando County, Florida area, nor will stock part premium prices be paid if Vendor/Contractor is not adhering to the proposed reorder plan. The Vendor/Contractor will receive pre-approval from the County Fleet Management Manager or his/her designee prior to invoicing the County for other applicable items on the terms and conditions as specified in the resulting Contract on a monthly basis no later than the first week following the end of the month.

Provide a Performance invoice showing labor including all fees and management fee (if applicable).



**DESCRIPTION CLARIFICATION:**

The Vendor/Contractor staff hourly rate for its employees shall be "that rate" identified within Vendor/Contractor Proposal submission. Vendor/Contractor will be permitted to charge hourly employee rate for after hours and emergencies as directed by and requested by Hernando County Fleet Management Manager or his/her designee.

Monthly charge for operating Parts Store shall be inclusive of all items necessary to perform the normal duties and operations of a Contracted Operated Parts Store which shall include, but not be limited to, personnel, office equipment and supplies and all items required to perform their daily tasks.

Product markup of all products sold, excluding products subject to purchases using Federal funds, shall be a percentage of the current manufacturer's current published list price. **All products to be acquired using Federal funds shall be billed to the County at Vendor/Contractor's acquisition cost with no additional markup. It is essential that Paragraphs 11.6 and 11.14 of RFP No. 21-RG0014/PH information is identified upon technician work order request for parts utilizing federal dollars.**

The Restocking Fee shall be a percentage of the returned item(s) original invoiced price.

Items one (1) through four (4) of Compensation in Paragraph 7, Tab 6 above shall be the only fees acceptable. No other fees shall be permitted for the duration of this Contract.

**GENERAL PARTS INFORMATION:**

Original Equipment Manufacturers (OEM) parts, supplies, and equipment or the equivalent are required. The County reserves the right to purchase parts and other supplies that cannot be provided by the Vendor/Contractor within the time frames specified, or that do not meet original equipment quality, or that are deemed inferior or unacceptable by the County. The County reserves the right to solicit repairs from any private Vendor/Contractor where said Vendor/Contractor may provide parts and/or labor for the repair of equipment. The County further requires that in every application, where reasonable and acceptable, the Vendor/Contractor provide (upon written request) retreaded, rebuilt, refurbished, recycled, or re-refined products that meet or exceed OEM, SAE, UL, Mil-spec, ANSI or other industry quality standards. The County may require the purchase of certain branded parts and filters if requested by the County Fleet Management Manager. The County reserves this right, over the course of the Contract period, to determine which products must be new, refurbished, recycled, or retreaded. The Vendor/Contractor shall also accept and make available tracking reports for industry standard cores of rebuilds where the parts are acceptable as core exchanges, including water pumps, carburetors, pumps, alternators, engine blocks, etc. Credits will be included in the monthly billing report. The County will work with the Vendor/Contractor throughout the Contract period to determine the parts, supplies and equipment to carry in inventory. This determination may be based on usage, fleet size, and criticality of the part, ordering, turnaround time, or any combination of these factors.

Owner Direct Purchases can be considered from State Contracts depending on pricing to benefit the County. The State of Florida has very good pricing on products, especially tires and batteries.

**COUNTY OBLIGATIONS:**

The County will provide an adequate and secure operations and storage area to the Vendor/Contractor. This will include heat, electricity, water, parts shelving, desks, chairs, phone service, Fleet Focus (Asset Works) terminals for use and use of the office's fax and copy machines, restroom and other such facilities and services that may be mutually agreed upon. The Vendor/Contractor can provide furniture accommodations of its own at its own expense. The Vendor/Contractor will be responsible for the care of County owned equipment as well as Vendor/Contractor owned equipment. The Vendor/Contractor shall provide their own vehicle(s), and they are not provided a designated parking space inside the secure area. The Vendor/Contractor may enter for the purposes of dropping off parts at the parts warehouse per the Fleet Manager.

Capital improvements necessary to the County Fleet facility to implement a successful Contract may be negotiated as part of the resulting Contract Award Agreement. Future changes may be considered after Contract award. All initial and future Facility improvements will be coordinated and approved by the selected Vendor/Contractor and County Fleet Services Manager or his/her designee.



The County Fleet Operations Manager or his/her staff will conduct daily and weekly inspections of work orders to ensure parts were installed that were charged to the work order. Technicians will initial and turn in parts request forms to County Fleet Managers for validating parts charged to the specific asset.

Monthly checks will be accomplished by County Fleet Management staff to validate correct costing of parts issued and invoiced.

**ATTACHMENT "B"**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Unit Price</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Extended Price</u></b>
1	<b>Hourly Rate – Normal Hours</b>	Hour	\$ <u>39.50</u>	80	\$ <u>3,160.00</u>
2	<b>Hourly Rate – After Hours</b>	Hour	\$ <u>48.00</u>	80	\$ <u>3,840.00</u>
3	<b>Overhead</b> (Monthly charge inclusive of personnel, office equipment and supplies)	Monthly	\$ <u>7,671.58</u>	12	\$ <u>92,059.00</u>
4	<b>Products List Pricing Less Percentage Discount</b>	Percentage	% <u>45.00</u>	\$500,000	\$ <u>275,000.00</u>
5	<b>Non-Vendor Products Markup</b> (OEM Manufacturers parts)	Percentage	% <u>9.50</u>	\$220,000	\$ <u>240,900.00</u>
6	<b>Restocking Fee</b>	Percentage	% <u>1.00</u>	\$20,000	\$ <u>2,020.00</u>
				<b>Total</b>	\$ <u>616,979.00</u>

**ATTACHMENT "C"**

**CONTRACT TERM/RENEWAL:** The **Firm Fixed-Price** Contract resulting from this Request for Proposal (RFP) shall commence effective upon Board Approval and execution by both parties for a period of three (3) years. The Contract may be unilaterally renewed (at the sole discretion of County) for three (3) additional one (1) year periods. The County can unilaterally renew this contract in one (1) year increments "or" exercise one (1) or all renewal periods available/remaining before the initial performance period has expired. Any Proposer request for changes in the terms and conditions shall be reduced to writing and County review and approval resulting in an Amendment to this Contract, and such Amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners and satisfactory Vendor/Contractor performance.

# EXHIBIT "F"



## Sealed Proposal

**COPY**

### Contractor Operated Parts Store (COPARS) RFP No. 21-RG0014/PH



Proposal

2021

*Vector Fleet Management, LLC  
9300 Harris Corners Parkway  
Suite 350  
Charlotte, NC 28269  
Aubrey Felton  
Executive Vice President  
PH: (704) 597-2262  
[www.vectorfleet.com](http://www.vectorfleet.com)  
05/17/2021*



**Tab 1.**

**1.0 Letter of Transmittal**

May 17, 2021

Hernando County, Florida  
Purchasing and Contracts Department  
Attn: James Wunderle – Chief Procurement Officer  
15470 Flight Path Drive  
Brooksville, FL 34604  
Email: [phall@hernandocounty.us](mailto:phall@hernandocounty.us)  
PH: 352-540-6626

Vector Fleet Management, LLC  
Aubrey Felton – Executive Vice President  
9300 Harris Corners Parkway, Ste. 350  
Charlotte, NC 28269  
Email: [afelton@vectorfleet.com](mailto:afelton@vectorfleet.com)  
PH: 704-921-0148  
FX: 704-921-9880

**Subject: RFP No. 21-RG0014/PH Contractor Operated Parts Store (COPARS)**

On behalf of Vector Fleet Management, LLC, (VFM) I am pleased to present Hernando County with the enclosed proposal.

VFM's largest Parts only contract is \$8mm annually, supporting over 100 technicians throughout multiple locations. We have increased service and decreased our client's cost through effective manpower utilization, technology, upgrades to dispensing equipment and our great OEM parts and parts supplier relationships. VFM is confident we can bring these advantages to Hernando County and their parts department as well.

VFM is a privately held American owned company, with over 33 years of background and experience in Government and Private contract management and oversight, coupled with our compelling safety credentials, adds real value to the contract management for Hernando County. We are able to provide a stable, focused approach to fleet management decisions, supported by financial security. Our corporate directives emphasize customer service, quality performance, and contract compliance. With an eye on continuous quality improvement, we constantly search for and implement more cost-effective and responsive solutions. This philosophy is the foundation upon which our company was built.

We take pride in meeting our obligations and maintaining a fiscally unblemished record. By doing this, our suppliers remain eager and responsive to our needs and by extension, Hernando County. VFM is neither currently being marketed for acquisition, nor in negotiation for divestiture, thereby assuring you that we will be in business, as Vector Fleet Management, for the duration of this contract. Moreover, VFM has retained all government contracts since inception, clearly demonstrating our superior difference when compared to other fleet maintenance companies.

Our Management team has extensive experience with government operations and associated fleet maintenance requirements. We know the pain points which can crop up for an operation like Hernando County and are prepared to exceed the management requirements to mitigate and eliminate such areas.

The following attributes and features of our firm highlight why we are the ideal team to support Hernando County and why we desire to do so:

- A specific understanding of the administrative, technical, financial, and managerial requirements;
- The relevant experience, organic expertise, and full complement of resources to perform the scope of work;
- A documented history of capital improvement projects for our clients;
- A reputation for sustained customer satisfaction and the ability to offer services at a price that represents the "best possible value" to your constituents;
- A systematic and proven, process-product approach to fleet maintenance and parts management;
- A team that understands that systematic improvement is an evolutionary process that fosters and rewards innovation.
- Respect for Hernando County's mission and a genuine desire to contribute to it;
- A well-established firm with sound business acumen and a solid financial posture;
- An attitude of stewardship for the facilities and work entrusted to us;
- A similarity in philosophy/ideology between Hernando County and the "VECTOR FLEET TEAM" regarding optimum customer provider relationships.

In summary, VFM is committed to providing the highest quality service, on time and at a realistic price. We have the qualifications, processes, structure, tools, staffing, and management insight to fulfill this pledge.

A comprehensive evaluation of our proposal will clearly demonstrate that Vector Fleet is "THE RIGHT CHOICE." We look forward to answering any questions that may arise.

Please feel free to contact me, Aubrey Felton at 704-597-2262.

Respectfully,



Executive Vice President  
[afelton@vectorfleet.com](mailto:afelton@vectorfleet.com)  
[www.vectorfleet.com](http://www.vectorfleet.com)

*The information contained herein is confidential and proprietary information of Vector Fleet Management, LLC and, except for disclosure on a confidential basis to recipient's board members, employees, accountants, attorneys and other professional advisors retained by recipient for use in connection with the proposed transaction or as may be required by law, may not be disclosed in whole or in part by the recipient or any such board members, employees, accountants, attorneys or other professional advisors to any other person or entity without Vector Fleet Management's prior written consent. If the information contained herein is being delivered to an advisor or person other than the recipient, by receipt and use by such advisor or other person in connection with the proposed transaction, such advisor or other person agrees to be bound by the confidentiality terms set forth above. In the event the recipient receives a request for disclosure under applicable law to anyone other than the persons listed above of the information contained herein, then the recipient agrees to timely notify Vector Fleet Management of such request and cooperate with any action taken by Vector Fleet Management to contest any such disclosure.*

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5.8 PARTS INVENTORY AND VENDOR/SUBCONTRACTOR TRANSITION	2
5.9 FLEET MAINTENANCE MANAGEMENT SYSTEM (FMIS)	2
5.10 EQUIPMENT	3
5.11 SAFETY	3
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5.13 PARTS INVENTORY	3-5
5.13.1 PARTS ALLOCATION FOR CRITICAL FLEET	3-4
5.13.2 OBSOLETE INVENTORY AND MATERIALS	4
5.14 EMPLOYEE TRAINING AND CERTIFICATION	4-5

### **TAB 6. COMPENSATION (SEALED IN AN ENVELOPE)**

1



Proposal

2021

**Contractor Operated Parts  
Store (COPARS)  
RFP No. 21-RG0014/PH**

**Technical Response**





**Tab 3.**

**Section A. Project Understanding and Approach**

- 1. Provide a detailed approach for implementing, managing, and maintaining a Contractor Operated Parts Store in accordance with the Scope of Services provided in this Proposal. Include anticipated resources, including staffing levels, technology, vehicles, and equipment. Explain in detail how you will provide cost effective procurement of parts and services.*

Vector Fleet Management provides inventory and parts management at every one of our municipal, utility, mining and private fleet customers, we know each client as specific needs, Parts usage, fleet usage and budget goals.

Our approach will be a customized parts management and inventory system for Hernando County:

- VFM will staff the Parts Room Monday-Friday 6:30 am - 4:30 pm.
- Hours will change as needed by the County. This includes weather or other emergencies as deemed by the County.
- Cost plus percentage pricing and all invoices will show VFM's cost, plus the percentage fee and the total amount billed.
- VFM will provide the following staff:
  - Day Shift: 1 Parts Room Manager- Project Manager, with pertinent P1/P2 Certification(s)  
1 Parts Counter Associate/Parts Driver
    - VFM Staff may be interviewed by the County and meet their approval if desired.
- VFM will provide 1 parts truck for the term of the contract.-This will allow us to expedite parts when/as needed.
- The VFM Site Manager will report to the County Fleet Manager as the Contract Administrator for the County.
- VFM will ONLY charge out a part once it is applied to a work order and installed on the vehicle or equipment.
- VFM will only issue parts through a requisition order from a county employee.
- VFM will assume the risk of shrinkage & inventory holding cost releasing these financial burdens from the County.

VFM will supply parts that meet or exceed the quality of the parts furnished by the original equipment manufacturer (O.E.M or approved equivalent).

- VFM employees will provide parts research as/when needed.
- VFM will also leverage our locations throughout South and Central Florida for additional Parts Support.
- Parts will have OEM/Manufacturer warranty. This warranty will be tracked and documented by VFM.
- VFM will assume the current vendors excess parts at a negotiated price prior to start-up. This inventory will be depleted first and VFM will assume asset control of this inventory. Any obsolete parts will be handled separately.

**3.1 VFM Parts Suppliers**

VFM has many Major Supplier Agreements to reduce parts costs. We will have major suppliers pre-positioned for fast moving parts in the shop for use. VFM will have distributor representative's onsite at the garage to support our program and provide real-time point-to-point parts priority from warehouses.

**3.2 Services to be performed**

VFM has been managing and maintaining a wide range and diverse fleet of vehicles & equipment parts and supply for over 33 years.

- VFM will manage all aspects of product supply, delivery, inventory management, and replenishment.
- Day to day operation of the parts facility.
- The invoices will always indicate the work order number, and no part will ever be issued to County personnel without a parts requisition order, which has been first issued directly by the County.

**3.3 Disposition of Existing Parts Inventories**

If there is remaining inventory from the previous contract, VFM shall assume control of a mutually agreed-upon portion of this inventory, at an agreed-upon price, at the inception of any agreement resulting from this RFP. This inventory will be managed by VFM and issued for use on County's fleet until depleted. VFM will be proactive in depleting the existing inventory prior to issuance and/or ordering of new inventory.

### 3.4 Parts Availability

Despite COVID and what other parts vendors experience, VFM has NOT experienced any significant parts delivery delay or parts unavailability due to our vast OEM, Vendor and supplemental parts distribution and supply partners.

2. *Document and include detailed requests for any initial changes to the physical layout of the parts room with your Proposal. A Parts Room drawing is included (Reference Exhibit B) with this procurement and a site visit after the pre-proposal meeting will be performed.*

There will be no changes to the physical layout of the parts room.

3. *Identify your computerized operational system you will utilized "AND" your actions to implement your computer system if you were awarded this Contract. Identify your ability to convert existing systems (Focus by Asset Works) currently utilized with your specific computer system during the implementation period. The current contract expiration is September 30, 2021 with October 01, 2021 (or sooner) as the Contract start date for services by the awarded Proposer firm.*

VFM will use Fleet Focus by AssetWorks as the primary FMIS, therefore VFM will not require dual entry into another FMIS, creating efficiencies and time savings.

VFM has several years and current experience with AssetWorks FMIS. We manage fleet maintenance and parts contracts, both on the Government side as well as the private side of our Fleet Management and Parts business. Moreover, as we support our own FMIS System in-house, we have resident AssetWorks experts in-house. For this parts contract, they will assist our local employees in quality of data received, transmitted and the variety of reporting that is required.

4. *The County Fleet Management Department currently utilizes the program Fleet Focus by Asset Works and requires the Proposer to identify the computer system the Proposer would utilize and process for computer system implementation and the Proposer's ability to integrate with Fleet Focus by AssetWorks without disruption to Fleet Management Operations. It is anticipated that Implementation will run lateral with the current Contractor without disruptions to this Contractor (unless the incumbent Contractor prevails), its staff and County operations during the month of September 2021 (or sooner).*

AssetWorks – Fleet Focus Training on-Site There will not be an interruption in service as we begin Assetworks.

VFM will provide our staff at the Hernando County with our own on-site trainings, as well as utilizing Fleet Focus for any programs and modules we may not have experience.

5. *The Vendor/Contractor shall be responsible for all costs associated with providing inventory, pickup/delivery, vehicles, personnel, and administrative overhead to operate the facility. The Vendor/Contractor shall "define the cost accounting methodology" to be used to recover these costs.*

VFM will be responsible for Inventory, Staffing, Maintenance, Pickup/Delivery and facility operations. VFM will recover cost in our overhead monthly Overhead fee, as stated on the Compensation Tab 6.

### Section B Project Team

*List in detail the staff members of your Project Team and the expertise each person will bring to this project.*

The primary VFM team leader will be Craig Moran, Transition Manager in conjunction with Steve Benedict Director of Government Operations and Matt Wallace, Director of Purchasing. Please see our Transition Chart, Tab 5 for details.

1. *Identify the team members dedicated to the implementation of Contractor's computer system (if other than Fleet Focus by Asset Works), services and actions related directly to services to start on October 01, 2021(or sooner) if awarded this Contract.*

### **AsseWorks Implementation Team:**

Aubrey Felton – Executive Vice President, Matthew Hensen – Director of Parts Management Services

There will be no other computer system other than Fleet Focus by Asset Works.

### Section C. Past Experience-Revised per Addendum #1

1. *Provide a listing of all previous customers during the past three (3) years for substantially similar work performed of similar size and scope. The services provided to these clients should have the same characteristics to those identified and contemplated in this RFP. The Contractor must demonstrate in their Proposal response that they have the ability to integrate with Fleet Focus by Asset Works or the ability to integrate their computer system from past experiences of their clients.*
2. *Information provided for each client shall include the following:*
  - a. *Client name, address, e-mail, and current telephone number.*
  - b. *Description of services provided, and computer system utilized and implemented.*
  - c. *Period of Performance for the project or Contract – date "from" and "to".*
  - d. *Contract Number and awarded amount.*

Name/Location	Address	Email	Phone	Service Provided	Computer System	Period of Performance	Award Amount
Scott Barnett Broward (2) locations County	2001 N.W. 31 <sup>st</sup> Ave, Lauderdale Lakes, FL	<a href="mailto:Scott_Barnett@sheriff.org">Scott_Barnett@sheriff.org</a>	954-497-1440	Fleet Maintenance & Parts Mgmt	Faster	2016- Present	\$7.5M
Jessica Cannon Coconut Creek, FL	4800 W. Copans Rd. Coconut Creek, FL 33063	<a href="mailto:jcannon@coconutcreek.net">jcannon@coconutcreek.net</a>	954-973-6744	Fleet Maintenance & Parts Mgmt	Faster	2018- Present	\$830K
Lucy Soto Ector County, TX	10110 E. 8 <sup>th</sup> Str. Odessa, TX 79761	<a href="mailto:LUCY.SOTO@ectorcountytexas.gov">LUCY.SOTO@ectorcountytexas.gov</a>	432-498-4020	Fleet Maintenance & Parts Mgmt	TMT	2013 - Present	\$1.4M
Chris Routh Mosaic Mines	13830 Circa Crossing Dr. Lithia, FL 33547	<a href="mailto:Christopher.Routh@mosaicco.com">Christopher.Routh@mosaicco.com</a>	813-500-6444	Parts & Inventory Mgmt	TMT	1998- Present	\$8M
Shane Sollmann Mosaic Mines	5000 Old Hwy 37 S. Mulberry, FL 3380	<a href="mailto:Shane.sollmann@mosaicco.com">Shane.sollmann@mosaicco.com</a>	813-781-4693	Fleet Maintenance	TMT	1998- Present	\$8.5M

**VFM was recently awarded the contract for the City of Cincinnati Vehicle & Equipment Parts Management and Supply for the award amount of \$6.3Million. VFM will be using the AssetWorks-Fleet Focus system at this location.**

### Section D. Qualification Summary

Vector Fleet Management (VFM) will provide the County of Hernando, Florida the same cost effective and efficient parts management and inventory control program that we provide each municipal VFM Client. VFM knows every interworking of a municipal fleet maintenance program. As we manage the parts department, fleet services, fleet maintenance and repair as well as fuel and other fleet programs. Over 33 years, this intimate knowledge has allowed VFM to manage municipal parts departments to the highest level of efficiency, cost savings and dependability.

Each one of our executive officers hold multiple ASE Certifications. One of our Executives as well as our Director of Purchasing hold ASE P1 and P2 certifications. We manage from experience and being on the floor, and NOT from an accounting ledger. Our goal for every parts Contract is parts availability, On-hand and Just in Time deliveries, accountability, accurate Work Orders and weekly/monthly/annual reports.

VFM has built an enormous, reliable network of parts distribution partners, both OEM and aftermarket, that for every nearly parts we distribute, we have 2 and 3 different channels in which to source each part or fluid. All at the same national parts pricing, all at a significant price reduction you are paying today. (Based on your parts usage chart within Addendum #1).

VFM, based on our successful record of accomplishment of municipal parts management, would like to propose the following Parts Distribution Standards, or Key Performance Indicators, we would like to hold ourselves accountable:

- **The following KPI's will be adhered to:**
  - A minimum of 85% of the requested parts shall be maintained on site and filled at the time of the request.
  - No more than 10% of the requested parts shall be filled within four (4) hours of receiving the request from the County.
  - No more than 10% of the requested parts shall be filled within seventy-two (72) hours of receiving the request from the County.

**SECTION V REQUIRED FORMS****ATTACHMENT 2****PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications, RFP Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my RFP will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the Proposals. Furthermore, I agree to abide by all conditions of the Proposal.

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP on behalf of the Consultant/Firm as its act and deed and that the Consultant/Firm is ready, willing, and able to perform if awarded the Contract.

I further certify that this RFP is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Hernando County BCC or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for Contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. **The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposer's Proposal non-responsive.**

**NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:**

Please check one:

- ☒ I take NO exceptions.  
☐ Exceptions:

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(If more space is needed, please indicate exceptions here and attach additional pages as needed)

Aubrey Felton / Executive Vice President

Name & Title



Signature

Date

05/19/2021


***This document must be completed and returned with your Submittal***



**SECTION V REQUIRED FORMS****ATTACHMENT 3****DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087 (Current Edition), hereby certify that,  
(print or type name of firm) Vector Fleet Management, LLC

- 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 workplace, 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 Proposal 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 Proposal or Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, 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 workplace 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  
 05/17/2021  
 \_\_\_\_\_  
 Date Signed

State of: North Carolina

County of: Mecklenburg

Sworn to and subscribed before me this 17th day of May, 2021

Personally known ✓ or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

  
 \_\_\_\_\_  
 Signature of Notary

My Commission Expires: 12/09/2022

***This document must be completed and returned with your Submittal***

**SECTION V REQUIRED FORMS****ATTACHMENT 4****AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF HERNANDO COUNTY EMPLOYEES**

Aubrey Felton, \* being first duly sworn, deposes and says that he (it) is the Offeror in the above Proposal, that the only person or persons interested in said Proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Offeror is interested in said Proposal; and that affiant makes the above Proposal with no past or present collusion with any other person, firm or corporation.

  
 Affiant

STATE OF North Carolina  
 COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 17th day of May, 2021  
 by Aubrey Felton, who is personally known to me or who has produced Personally Known as  
 identification and who did take an oath.

  
 Notary Public  
 My Commission Expires: 12/09/2022

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

***This document must be completed and returned with your Submittal***

**SECTION V REQUIRED FORMS****ATTACHMENT 5****SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), (CURRENT EDITION) FLORIDA STATUTES, IN PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to

County of Hernando

by Aubrey Felton / Executive Vice President

[print individual's name and title]

for Vector Fleet Management, LLC

[print name of entity submitting sworn statement]

whose business address is: 9300 Harris Corners Parkway, Suite 350, Charlotte, NC 28269

(if applicable) its Federal Employer Identification Number (FEIN) is 20-5680368

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g) (Current Edition), Florida Statutes, means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "*convicted*" or "*conviction*" as defined in Paragraph 287.133 (1)(b) (Current Edition), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "*affiliate*" as defined in Paragraph 287.133 (1)(a) (Current Edition), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
  - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "*affiliate*" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "*person*" as defined in Paragraph 287.133(1)(e) (Current Edition), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]
- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of

the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant/Firm list [attach a copy of the final order].

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



05/17/2021

[signature] [date]

STATE OF ~~FLORIDA~~ North Carolina  
 COUNTY OF Mecklenburg

**PERSONALLY, APPEARED BEFORE ME**, the undersigned authority

Aubrey Felton who, after first being sworn by me, affixed his signature in the space  
 [Name of Individual Signing]  
 provided above on this 17th day of May.

#### NOTARY PUBLIC

My commission expires: 12/09/2022

***This document must be completed and returned with your Submittal***

**SECTION V REQUIRED FORMS****ATTACHMENT 6****PROPOSER/FIRM INFORMATION**

In addition to General conditions, your PROPOSAL may be disqualified if the following Proposer/Firm information is not returned with your PROPOSAL.

Firm Name: Vector Fleet Management, LLC

Mailing Address: 9300 Harris Corners Parkway, Suite 350

Charlotte, North Carolina 28269

Telephone No. 704-597-2262 Fax No. 704-921-9880

Email Address: afelton@vectorfleet.com Web Address: www.vectorfleet.com

Consultant/Firm is:

- ( ☒ ) Corporation  
 (        ) Partnership  
 (        ) Sole Proprietorship  
 (        ) Other \_\_\_\_\_ (Explain)

Federal Employer Identification

Number "or" Social Security Number: 20-5680368

Do you collect Florida State Sales Tax? (        ) Yes ( ☒ ) No

**AUTHORIZED SIGNATURES/NEGOTIATORS**

The Proposer/Firm represents that the following persons are authorized to sign and/or negotiate Contracts and related documents to which the Proposer will be duly bound:

Name	<u>Aubrey Felton</u>	Title	<u>Executive Vice President</u>	Phone No.	<u>704-597-2262</u>
Name	_____	Title	_____	Phone No.	_____
Name	_____	Title	_____	Phone No.	_____

Commodity or Service Supply: Fleet Maintenance and Parts provider

If Proposer/Firm is quoting, as a manufacturer's representative and the purchase order should be addressed to the manufacturer in care of the Proposer/Firm, so indicate.

If remittance address is different from the mailing address so indicate below.

Submitted by (SIGNATURE): 

Name & Title Printed: Aubrey Felton / Executive Vice President

***This document must be completed and returned with your Submittal***



**SECTION V REQUIRED FORMS**

**ATTACHMENT 7**

**HERNANDO COUNTY E-VERIFY CERTIFICATION**

RFP/Contract No: 21-RG0014/PH

Financial Project No(s): \_\_\_\_\_

Project Description: Contractor Operated Parts Store

Proposer/Firm acknowledges and agrees to the following:

Proposer/Firm shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Proposer/Firm during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Sub-contractors, assigned by the Proposer/Firm to perform work pursuant to the Contract with the Department.

Proposer/Firm: Vector Fleet Management, LLC

Authorized Signature: 

Print Name: Aubrey Felton

Title: Executive Vice President

Date: 05/17/2021

***This document must be completed and returned with your Submittal***

**SECTION V REQUIRED FORMS****ATTACHMENT 8****ADDENDUM ACKNOWLEDGEMENT**

The undersigned acknowledges receipt of the following addenda to the Request for Proposals (indicate number and date of each):

Addendum No. 1 Dated 05/06/2021

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PRICING AND OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY PROPOSAL.**

**VENDOR SURVEY**

Please provide information on where you received the knowledge of the Bid/Request for Proposals (mark all that apply):

☒ **BIDNET DIRECT**

☐ **NEWSPAPER**

☐ **PURCHASING AND CONTRACTS ADVERTISEMENT BOARD**

☐ **REFERRED BY:** \_\_\_\_\_

☐ **OTHER (PLEASE SPECIFY):** \_\_\_\_\_

Signature



05/17/2021

Date

***This document must be completed and returned with your Submittal***

**SECTION V REQUIRED FORMS****ATTACHMENT 9****VENDOR/PROPOSER CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: Vector Fleet Management, LLC

Proposer/Contractor FEIN: 20-5680368

Proposer/Contractor's Authorized Representative Name and Title:  
Aubrey Felton / Executive Vice President

Address: 9300 Harris Corners Parkway, Suite 350

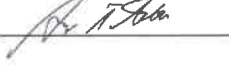
City: Charlotte State: NC Zip: 28269

Phone Number: 704-597-2262

Email Address: afelton@vectorfleet.com

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel list, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or the Scrutinized Companies that Boycott Israel list. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Certified by: 

who is authorized to sign on behalf of the above-reference company.

Print Name and Title:  
Aubrey Felton / Executive Vice President

Date: 05/17/2021

**SECTION V REQUIRED FORMS****ATTACHMENT 10****VENDOR/PROPOSER REGISTRATION****HERNANDO COUNTY, FL**

To be completed by Vendor/Proposer:

Vendor/Proposer type:

- ( ☒ ) Corporation  
(     ) Partnership  
(     ) Sole Proprietorship  
(     ) Other \_\_\_\_\_ (Explain)

Federal Employer Identification

Number or Social Security Number: 20-5680368

Please attach your completed W-9 Form

**PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.**Firm Name: Vector Fleet Management, LLCMailing Address: 9300 Harris Corners Parkway, Suite 350City Charlotte State NC Zip 28269Telephone No. 704-597-2262 Fax No. 704-921-9880Web Address: www.vectorfleet.com EMail: afelton@vectorfleet.comCommodity or Service Supply: Contractor Operated Parts Store

If remittance address is different from the mailing address so indicate below.

Firm Name: N/A

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

An ACH electronic payment method is offered as an alternative to a payment by physical check.

- ( ☒ ) Please check this box if you accept the ACH electronic payment method.  
(Recommended and Preferred)

Signature: Name & Title Printed: Aubrey Felton / Executive Vice President

**SECTION V REQUIRED FORMS**

**ATTACHMENT 11**

**FLY AMERICA**

**Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

*State reasons:* \_\_\_\_\_

(End of statement)

\_\_\_\_\_  
Authorized Signature      Date

\_\_\_\_\_  
Authorized Name Printed

**Acknowledged:**

  
\_\_\_\_\_



**SECTION V REQUIRED FORMS****ATTACHMENT 12****CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from [www.gsa.gov/forms-library/disclosure-lobbying-activities](http://www.gsa.gov/forms-library/disclosure-lobbying-activities))

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Company/Firm: Vector Fleet Management, LLC

By:  Date: 05/17/2021  
Authorized Signature

Title: Executive Vice President

## ATTACHMENT 13

<b>DISCLOSURE OF LOBBYING ACTIVITIES</b> <span style="float: right; font-weight: normal; font-size: small;">           OMB Control Number: 4848-0013            Expiration Date: 2/28/2022         </span>		
Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352		
<b>Review Public Burden Disclosure Statement</b>		
<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee * Name: <b>Vector Fleet Management, LLC</b> * Street 1: <b>9300 Harris Corners Parkway, Suite 350</b> Street 2: _____ * City: <b>Charlotte</b> State: <b>North Carolina</b> Zip: <b>28269</b> Congressional District, if known: _____		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>  N/A		
<b>6. * Federal Department/Agency:</b> _____		<b>7. * Federal Program Name/Description:</b> _____ CDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b> _____		<b>9. Award Amount, if known:</b> \$ _____
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix: _____ * First Name: <b>N/A</b> Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
<b>b. Individual Performing Services (including address if different from No. 10a)</b> Prefix: _____ * First Name: <b>N/A</b> Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
<small>†† Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the Fed above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$95,000 and not more than \$100,000 for each such failure.</small>		
* Signature: _____ * Name: Prefix: _____ * First Name: <b>Aubrey</b> Middle Name: _____ * Last Name: <b>Felton</b> Suffix: _____ Title: <b>Executive Vice President</b> Telephone No.: <b>704-597-2262</b> Date: <b>05/17/2021</b>		
<b>Federal Use Only:</b>		<b>STANDARD FORM 111 (REV. 7/1987)</b> <small>Authorized for Local Reproduction</small>

**SECTION V REQUIRED FORMS****ATTACHMENT 14****Convicted or Discriminatory Vendor List Statement**

Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on the contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION**

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

Name of Company/Firm: Vector Fleet Management, LLC

By: 

Authorized Signature

Date: 05/17/2021

Title: Executive Vice President

**Instructions for Certification**

1. Certifies the company/firm are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the federal department or agency;
2. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in this document; and
4. have not within five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the above is unable to certify to any of the statements in this certification, then the company/firm shall attach an explanation to this agreement.

**SECTION V REQUIRED FORMS****ATTACHMENT 15****Disadvantaged Business Enterprise (DBE) Affirmation Statement**Prime Contractor/Prime Consultant: Vector Fleet Management, LLCTelephone Number: 704-597-2262Address: 9300 Harris Corners Parkway, Suite 350, Charlotte, NC 28269

I hereby certify that the above stated contractor/consultant is a (select one):

☐ DBE☒ Non-DBE**Subcontractor Services List**

Please list all subcontractors for services:

• Company Name: Eco-Tech Fleet Services LLC - Cleaning of Diesel Particulate FiltersTelephone Number: (305) 726-9073 Email: ECOTECHDPF@GMAIL.COMAddress: 3601 NW 55 ST #106 MIAMI, FL 33142 Contact Name: Roberto Guaragna (Statewide)

The above company named is a (select one):

☒ DBE☐ Non-DBE• Company Name: DLR Distributors Inc. - Motor Vehicle Supplies & New Parts Merchant WholesalerTelephone Number: (770) 935-7319 Email: DENNIS@DLRDISTRIBUTIONS.COMAddress: 2055 W PARK Place Blvd Stone Mountain GA 30087 Contact Name: Dennis Riley (Statewide)

The above company named is a (select one):

☒ DBE☐ Non-DBE• Company Name: First Choice Supply Inc. - Wholesale Auto PartsTelephone Number: (704) 275-7566 Email: STARO@FCS-I.COMAddress: 2909 Wayscross Drive, Monroe, NC 28110 Contact Name: Starlette Owens (Statewide)

The above company named is a (select one):

☒ DBE☐ Non-DBE

• Company Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

The above company named is a (select one):

☐ DBE☐ Non-DBE

• Company Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

The above company named is a (select one):

☐ DBE☐ Non-DBE

**ADDENDUM NO. ONE (1)**  
**TO**  
**THE CONTRACT DOCUMENTS FOR**  
**CONTRACTOR OPERATED PARTS STORE (COPARS)**  
**IN**  
**HERNANDO COUNTY, FLORIDA**  
**SOLICITATION NO. 21-RG0014/PH**  
**PROPOSAL DUE DATE: MAY 19, 2021**

**NOTICE**

PROPOSERS ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF  
THIS ADDENDUM BY SIGNATURE AT THE BOTTOM OF  
THIS ADDENDUM IN THE SPACE PROVIDED AND  
RETURNED AT THE TIME OF THE PROPOSAL DUE DATE.

TO ALL PLANHOLDERS:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for **CONTRACTOR OPERATED PARTS STORE (COPARS)** located in Hernando County, as fully and completely as if the same were fully set forth therein:

**A. QUESTIONS AND ANSWERS**

1. Question: 12.16 Contract Term/Renewal: The Firm Fixed-Price Contract resulting from this Request for Proposal (RFP) shall commence effective upon Board approval and execution by both parties for a period of three (3) years. Does this not allow for COI increase or any payroll increases for the three (3)-year period and if so, is this consistent with the following three (3) one (1)-year extensions?

Answer: The pricing will be firm, fixed for the first three (3) years of the contract. Prior to each one (1)-year renewal, pricing may be negotiated.

2. Question: Section 5.6 on page 34: In reference to DBE, is there a target goal or is a good faith effort acceptable?

Answer: There is no target goal; a good faith effort is acceptable.

3. Question: May we have four (4) months of a Parts Usage Report?

Answer: See attached.

4. Question: Page 13 Cost Proposal: For the Extended Price in Item numbers 4 and 5, are we to base our percentage on the actual amounts shown on the cost proposal, \$500,000 and \$220,000 respectively, to arrive at the Extended Price?

Answer: Yes.



5. Question: Does your current parts vendor use AssetWorks?

Answer: Yes.

6. Question: Who will make up the selection committee?

Answer: One (1) person each from Fire Department, Public Works, Utilities, Grants and Fleet Management. Please remember that this solicitation currently falls under the "cone of silence" (see Section 12.12).

7. Question: During the Pre-Bid, it was mentioned that the County does not have a fully integrated version of AssetWorks, but does have a price for full integration and/or add-on modules. Could you share this cost as well as the add-on program names?

Answer: Attached is the quote from AssetWorks for NAPA Hub module. We currently have the modules for inventory, allocations and assignments, fuel focus, crystal reports, enterprise portal, equipment planning, labor capture, maxque, notifications, production planning, query, replacement modeling, service level agreements, service requests, shop activity, shop scheduling, and warranty.

8. Question: Parts Room – Does all the shelving stay?

Answer: Yes.

9. Question: Parts Room – Do the desks and tables stay?

Answer: Yes.

10. Question: What is the storage capacity of your bulk fluid tanks?

Answer: 5/20 500 gallon  
15/40 250 gallon  
Dexton 40 250 gallon

11. Question: May we have a fleet list with make, model, year and VIN?

Answer: See Attached.

12. Question: How many on-site parts employees does the current vendor have at Hernando County?

Answer: One (1).

13. To confirm, the response is to be mailed to the County? Is there any upload to BidNetDirect for the RFP response?

Answer: Hard copies only will be accepted. Electronic responses are not allowed.

14. Question: Under Tab 3 Section A – Proposer's ability to integrate with Fleet Focus by AssetWorks: Will this require validation from AssetWorks included in the response that shows a unique, real-time, two-way communication between these two proprietary systems including a reconciliation process of an electronic invoice?

Answer: We do not require validation from AssetWorks.

15. Question: Section C – Provide a listing of all previous customers during the last three (3) years for substantially similar work performed of similar size and scope. This list is large in size and is considered proprietary information by us. Due to the limitations in amount of response pages, this poses an issue. Would a limit be considered?

Answer: Yes, we would consider a limit to Florida municipalities.

16. Question: Scope of Services – 11.1, The selected Vendor/Contractor shall provide personnel, management, vehicles, parts, **petroleum products** and supplies necessary to run an efficient and effective on-site parts operation that covers all hours worked by each facility, including overtime due to peak demand and emergency operations. Is **petroleum products** intended to include fuel as well? Later in the same section it has a breakdown of certain petroleum products that excludes fuel. Petroleum products is a large category of products and could be misinterpreted as written. If there are exceptions to any of the general terms or other sections that require legal clarification, can these be considered a required form and placed under Tab 4 or will they be considered as part of the three (3) page response under Tab 3?

Answer: It does not include fuel at all.

#### **B. ATTACHMENTS**

Issued Parts by Account 1/1/21 – 4/30/21

AssetWorks Order Form

Fleet List

Buy America Statement of Assurance of Compliance

Additional FTA Grant Clauses

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY

**James  
Wunderle**

Digitally signed by James  
Wunderle

Date: 2021.05.06 09:11:15  
-04'00'

  
Acknowledged

James S. Wunderle  
Purchasing and Contracts Manager  
Chief Procurement Officer

Issued: May 6, 2021

# Buy America Statement of Assurance of Compliance

Contract No. 21-RG0014/PH

**BUY AMERICA – 23CFR 635.410:** Contractor shall comply in all respects with 6-5.2 Source of Supply – Steel (Federal-Aid Contracts Only): For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product beginning with the initial melding, mixing, and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing, and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project ( e.g., concrete pipe, pres-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$(actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

This project conforms to the requirements of Buy America – 23CFR 635.410 and has been verified by the County that the Contractor was in full compliance of this requirement.

Print Name: Aubrey Felton

Signature: 

Job Title: Executive Vice President

Date: 05/17/2021



1. **PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)** FAR 52.205-25

1.1. *Definitions.* As used in this clause—

- 1.1.1. *Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
- 1.1.2. *Covered foreign country* means The People's Republic of China.
- 1.1.3. *Covered telecommunications equipment or services* means—
  - 1.1.3.1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - 1.1.3.2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - 1.1.3.3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
  - 1.1.3.4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 1.1.4. *Critical technology* means—
  - 1.1.4.1. Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
  - 1.1.4.2. Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
    - 1.1.4.2.1. Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
    - 1.1.4.2.2. For reasons relating to regional stability or surreptitious listening;
  - 1.1.4.3. Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
  - 1.1.4.4. Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
  - 1.1.4.5. Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
  - 1.1.4.6. Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).
- 1.1.5. *Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

- 1.1.6. *Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.
- 1.1.7. *Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
- 1.1.8. *Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.
- 1.2. *Prohibition.*
  - 1.2.1. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (1.3) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).
  - 1.2.2. Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (1.3) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
- 1.3. *Exceptions.* This clause does not prohibit contractors from providing—
  - 1.3.1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - 1.3.2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 1.4. *Reporting requirement.*
  - 1.4.1. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (1.4.2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.



- 1.4.2. The Contractor shall report the following information pursuant to paragraph (1.4.1) of this clause
- 1.4.2.1. Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- 1.4.2.2. Within 10 business days of submitting the information in paragraph (1.4.2.1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- 1.4.3. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (1.4.3) and excluding paragraph (1.2.2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

2. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:** The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Print Name: Aubrey Felton

Signature: 

Date: 05/17/2021

**21-RG0014 Contractor Operated Parts Store (COPARS)  
Non-Mandatory Pre-Submittal Meeting  
April 23, 2021 2:00 p.m.**

Paragraph 12.13 **E-VERIFY**

By submitting your Bid/Proposal, Consultant/Firm represents and warrants (a) that the Vendor/Proposer is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Proposer's employees are legally eligible to work in the United States, and (c) that the Vendor/Proposer has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

Paragraph 12.14 **LOCAL PREFERENCE**: Not applicable

**SECTION IV SUPPLEMENTARY CONDITIONS FOR FEDERAL  
CONTRACT CLAUSES Pages 32-41**

Hernando County is a recipient of Federal Transit Administration (FTA) funding. The Vendor/Contractor(s) shall comply with the following FTA Contract clauses.

Paragraph 2: **CARGO PREFERENCE**

The Contractor agrees:

to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

to include these requirements in all Sub-Contracts issued pursuant to this Contract when the Sub-Contract may involve the transport of equipment, material, or commodities by ocean vessel.

Essentially, this means all military cargo. The Cargo Preference Act of 1954 requires that 50% of Civilian agencies cargo and Agricultural Cargo be carried on U.S.-flag vessels.

Paragraphs 3.2-3.2.5 Contractor agrees to comply and shall include these requirements in each subcontract.

Paragraph 5.6 **DBE PARTICIPATION**

For the purpose of this solicitation, Hernando County will accept only DBE's who are:

**5.6.1.** Certified, at the time of bid opening or proposal evaluation, by the Florida Unified Certification Program (UCP) Disadvantaged Business Enterprise (DBE) Directory or,

Paragraph 11. **RECYCLED PRODUCTS/RECOVERED MATERIALS**

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

Paragraph 16. **BUY AMERICA**

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Businesses wishing to achieve compliance must ensure that the cost of domestic materials used in their end product exceed the cost of any non-domestic materials.

Paragraph 17 **FLY AMERICA**

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires Contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

Essentially, this means individuals traveling that are funded with Federal funds.

### **GOOD FAITH EFFORTS**

The County is committed to supplier diversity in the performance of all contracts associated with Federal and State funding projects. The County requires the Bidder/Contractor to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises in accordance with applicable laws.

The Bidder/Contractor is required to submit documentation upon request to the County to reflect the affirmative action steps taken to utilize minority owned and women owned and small business enterprises in the work and the intended use of these companies in the work.

The Bidder/Contractor is required to include in their bid documentation that the Bidder has carried out these affirmative steps for Minority and Women's Business Enterprise participation as follows:

- 1) Included qualified minority and women's businesses on solicitation lists.
- 2) Solicited minority and women's businesses whenever they are potential sources.
- 3) Divided total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by minority and women's businesses.
- 4) Where feasible, established delivery schedules which will encourage participation by minority and women's businesses.

The following websites are provided to assist Bidder/Contractor with Affirmative steps.

i. U.S. Small Business Administration  
<http://dsbs.sba.gov/dsbs/>

ii. Florida Department of Transportation, Equal Opportunity Office  
<http://www.dot.state.fl.us/equalopportunityoffice/>

iii. <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

Bidder/Contractor will be responsible for participating in these affirmative steps and providing documentation to that effect. County will be responsible to verify/certify it has obtained and reviewed documentation from the apparent lowest, responsive, responsible bidder demonstrating a good faith effort to facilitate Minority and Women's Business Enterprise participation in this contract.

**Tab 5. Proposed Implementation Timeline**

### 5.1 VFM Plan

- a. With Asset Works already in place, the implementation will consist of:
- Joint meeting with VFM and County to review current reporting and future reporting needs
  - VFM staff onsite to create user profiles and access to VFM Asset Works
  - Integration with the VFM Asset Works system
  - VFM user training scheduled for two weeks prior to contract start

### 5.2 Transition Plan

VFM can meet the October 1, 2021 target date for full, seamless transition to our parts procurement and supply contract. Our transition process will begin August 1, 2021 to meet our October 1 start date.

Achieving a successful transition presents more challenges than any other aspect of forging a successful partnership. VFM is focused on making the transition experience as seamless as possible. In this effort, we possess the industry expertise and experience to ensure well-executed partnership transitions.

### 5.3 Service Transition Process

The objective of our detailed Transition Plan is to ensure that VFM will be able to assume responsibility for the County's parts procurement and supply within sixty (60) days of contract execution, or notice to proceed. This Transition Plan represents our approach to maintaining a high level of service quality to the County addressing the important issues that accompany a change in service delivery. Our Transition Plan includes the following key considerations:

- Deploying our dedicated and experienced Start-up Team
- Establishing communication with key personnel from Hernando County
- Parts inventory and vendor/subcontract management transition
- Parts facility equipment inspection/pre-existing deficiency report
- Employee hiring, orientation, and training
- Fleet management information system assessments and training
- Parts procurement and supply
- Inventory assessment

We have organized our plan chronologically, to reflect the timing of the transition, as it will most likely occur. Of course, there may be adjustments to the schedule presented here to adapt to your changing needs. A detailed timeline of events that will take place during this important transition is presented on the previous pages within our Gantt chart.

### 5.4 Start-up Team Composition

We have established our transition staffing plan based on our understanding of the order of events and the personnel necessary to complete them. The actual personnel and staffing positions may vary from those presented here to reflect the evolving needs of such an important service delivery transition.

The primary VFM team leader will be Craig Moran, Transition Manager in conjunction with Steve Benedict Director of Government Operations and Matt Wallace, Director of Purchasing.

Craig Moran will begin to coordinate our transition efforts and will oversee all the tasks outlined in this proposal. In addition, representatives from our Human Resources Department; and other technical advisors in areas, such as Parts Supply, Delivery Operations and Fleet Management Information Systems will be present.

Throughout the transition period, VFM will have experienced members of our team available to assist with start-up operations. The table above lists the staffing we plan to deploy in order to successfully complete this important service delivery transition.

Start-up Team Composition
<i>Hernando County</i>
Executive Vice President – Craig Moran
Executive Vice President – Aubrey Felton
Director of Government Operations- Steve Benedict
H.R. Coordinator – Lisa Bell
Contract Liaison - Sales – Alice Hicks
FMIS Leader – Kathy Sherrin
Safety Manager – Charles Bryson
Purchasing Director – Matt Wallace



### **5.5 Establishing Communication with Key Personnel from Hernando County**

The VFM transition team will meet with County personnel who will be especially key to our joint transition success, including the Contract Manager along with Department liaisons. VFM wants to collaborate with the various vehicle and equipment user groups to identify and address their problems/concerns with parts supply, distribution and issues regarding maintenance requirements, as outlined in the RFP. We also want to make sure that our systems and processes are easily understood. Furthermore, we want to put into place the mechanism for feedback on our services so any issues can be identified and resolved quickly.

### **5.6 Facility Inspection and Asset Management Transition**

VFM and The Hernando County will schedule a joint inspection of the facilities, prior to the start date. Although we do not anticipate any deficiencies, the purpose of this joint inspection will be to identify any pre-existing deficiencies or challenges in the locations/facilities that may exist. VFM will issue a Pre-Existing Deficiencies/Challenges Report to The County, within ten (10) days of conducting the inspection, outlining any noted deficiencies and identifying any garage feature or system which is functional but which should be considered for replacement or upgrade due to age or overall condition. The fluid transfer system will also be assessed at this time.

Also, VFM will conduct a joint inventory of all structural, mechanical, electrical, equipment, any computer equipment and furniture to which VFM will have access during the contract term. This will ensure that there can be no question as to what existed at the beginning of our assuming responsibility for facility operations, and what exists at any time during the course of the contract.

VFM will conduct a safety audit of County location to identify any improvements necessary for compliance with The County, State, Federal and VFM's safety standards. The safety audit will be presented to The County, and any noted deficiencies will be included in VFM's pre-existing deficiencies report. Within thirty (30) days of the assessment, VFM will notify The County in writing of any hazardous conditions identified during this assessment.

### **5.7 Employee Hiring and Transition**

One of the major priorities throughout the transition period will be the recruiting of local qualified site manager and part employee. The employee hiring and transition will begin with an interview and skills assessment of the existing employees by the transition team to assess their current skill and qualifications.

The new employees will proceed through our on-boarding system. VFM and The Hernando County policy and procedures, Benefits, Vector Technical Training Modules (CTI), as well as position specific training for all managers, parts staff/driver.

### **5.8 Parts Inventory and Vendor/Subcontractor Transition**

VFM and The County will confirm the parts and service vendors for the duration of the contract. The County and VFM will mutually agree on the vendors to be used for the contract period(s). SBE/DBE vendor coordination and certification process will begin. Local vendors, which will be the vast majority of our parts purchases, will be established. Delivery models, payments terms and inventory expectations established. Quick ship vendors as well as any national OEM vendors will be established and placed into FMIS.

Disposal and CORE process established. Develop a plan to dispose of excess and obsolete inventory. Shelving and bin capacity as well as parts distribution system and processes established. Inventory room stocked and organized.

Warranty process, credit and tracking to be reviewed with the County, as well as a review of the A-E Movers.

### **5.9 Fleet Maintenance Management System (FMIS)**

One of the main priorities during this transition period will be the assessment, use and the proper training of our personnel with the Asset Works system. We will utilize VFM trainers and other VFM employees using Asset Works, to instruct local personnel on the functions, capabilities and features of the FMIS. Training will include, but not limited to, work orders, data entry, generating reports, scheduling services, inventory management, warranty administration, etc.

Our Site Manager and Clerk will receive training on reporting requirements, frequency and data needed to delivery timely and precis reporting. Vendors and warranty information will be set up in Asset Works. At this time any printers, lines or additional computer hardware or software will be ordered and installed.

## 5.10 Equipment

VFM will establish immediate equipment needs. We will take and verify the Asset inventory with the County as well as equip the parts delivery truck.

## 5.11 Safety

On-Site inspection from VFM Safety Manager with full reporting shared with the County. We do not expect any deficiencies, but any will be addresses at this time. PPE, eyewash stations, safety tags, and signs printed and placed. Safety staff meeting held and safety huddles at each shift change established. Safety training on specific processes will also begin.

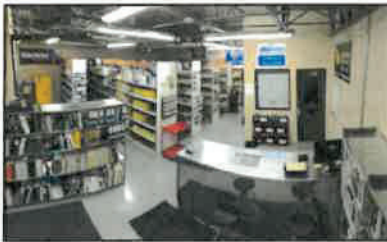
## 5.12 Misc.

Our Misc. portion of the transition plan, allows for meetings and processes to be established. For example, Present our Quality Assurance program to the County, establish meeting with certified SBE/MBE vendor firms, emergency plan and contingency in place, etc.

VFM will continue to monitor and track our progress through our transition period. As processes and portions of the transition period are successfully completed, we may involve additional SME to achieve our next phases through the transition period. At any time, if additional resources are needed, VFM has a vast presence in the Sothern US in which to draw additional resources, if needed. Our transition plan is designed to work with the experience staff we have committed.

## 5.13 Parts Inventory

VFM will furnish all parts, fluids, not gas or diesel, and supplies necessary to maintain and repair the vehicles and equipment in the County fleet represented by the provided Vehicle Listing. Parts will meet OEM specifications. If required VFM can procure parts using our negotiated national vendor programs, on behalf of the County.



We will work with the County for new product lines before they are introduced into the parts supply. Parts installed on vehicles and equipment's are identified by part number and cost on the maintenance work order.

VFM, in coordination with the County, will conduct a full physical inventory count within thirty (30) days after the start of the contract. VFM will present a plan to purchase, at a mutually agreed cost, the County's active, useable and non-obsolete parts and supplies. Upon completion of the inventory, VFM will be totally responsible for parts accountability and security.

As we work through the existing inventory, VFM will have several processes to manage all inventory and situations that is left over from the previous contractor:

- Left over and excessive (overstock) Inventory levels will be "managed down" as first priority
- For excessive overstock VFM will seek credit back form the parts supplier or OEM
- Hazardous Materials, such as batteries or fluids, that may become obsolete, or excessive, are also eligible for disposal or pickup through one of our authorized HazMat disposal vendors.
- Any County owned parts would be issued their own-line code, for example C-O-N, and still be comingled with parts of the same category within the inventory system. When these components are inventoried or sold, they will not count as a "billable" item.
- Cannibalized parts, when removed from decommissioned fleet vehicles, those parts can be entered into inventory at "no-value" and then re-assigned to commissioned vehicles as the County sees fit to do so, with County Owned Parts taking precedent over "new" parts.

### 5.13.1 Parts Allocation for Critical Fleet

VFM understands the demand of critical fleet equipment and vehicles within a County. We supply parts, maintain and manage these type of vehicles every day. Sheriff, Fire, Transit and Heavy Duty Vehicles/Equipment are critical units that require nearly 100% uptime and availability. Vector Fleet Management will develop a critical fleet parts allocation plan that will provide the needed parts for PM, repair and replacement for the most demanding portion of your fleet.

Through AssetWorks, we can run data on the following;

- Frequently used parts
- Warranty Parts
- Common failure parts
- PM Parts
- Parts with delayed or long delivery windows.

This data will provide VFM with our "Mins and Max" inventory levels for your critical fleet and the parts Hernando County depends on to keep them on the road.

We feel this proactive approach, which we practice with our other public clients, will allow VFM to have the needed parts, "hard to get" parts and the frequently used parts available when and every time they are needed.

#### **5.13.2 Obsolete Inventory and Materials**

- VFM will manage and dispose of the obsolete inventory and materials at no cost to the County. The obsolete inventory will be crosschecked against the fleet to determine obsolescence. Any parts or material for disposal will only continue after appropriate approval from the County.
- Again, obsolete Hazardous Materials, such as batteries or fluids, are also eligible for disposal or pickup through one of our authorized HazMat disposal vendors.

#### **5.14 Employee Training and Certification**

Scheduling the ongoing training of Vector Fleet management onsite employee is crucial during the transition period. We will evaluate and verify their certifications, skill level and knowledge of parts management and supply operation. Once this is established, we will schedule, train and certify our employees for the specific fleet needs of Hernando County.

VFM has a Certified Training Program, which consists of 18, required courses to become a Vector Certified Parts or Technician Associate.

- VFM maintains an in-house technical training program, Vector Technical Institute. Our program includes parts certification, chemical and physical safety programs as well as maintenance, diagnostics and repair of equipment.
- National standards for training programs are developed by VFM's parts and maintenance staff and are implemented throughout VFM locations and vendor facilities. Training at individual locations can be tailored to meet the specific needs of that location and the fleets they serve. Using a combination of in-house training, supplier/vendor training and outside training centers, VFM will provide the training specifically needed for parts management and supply to the County fleet.
- VFM's training programs are among the most rigorous in the industry. These are Automotive Service Excellence (ASE) and Original Equipment Manufacturer (OEM) equivalent level training and certification programs. It is our goal that every VFM parts representative at every level is able to perform at a high level of proficiency.
- Our training is distributed among in-house training programs that focus on VFM parts management systems and procedures, manufacturers' (OEMs) training programs for specific vehicles and equipment, and build towards P1/P2 ASE accreditation.
- VFM has forged close relationships with many OEMs such as Freightliner, International, Gillig, Caterpillar, Komatsu, Michelin, Goodyear, Heil, CARQUEST/Advance and Cummins. As part of that relationship, the OEMs provide trainers to assist our employees towards certifications goals.






Once a Vector Fleet Management Parts manager/supervisor/employee passes the Vector Certification, they will move on to Internal Parts Specialist Training and Certification Program.

Course Code :AV-ASEP01	ASE-G1 Auto Maintenance and Light Repair
Course Code :AV-ASEP2	ASE-P2 Test Prep
Course Code :LBT-172	LBT-172 Ford and Chrysler EVAP
Course Code :LBT-257	LBT-257 Future Power : Advanced Technologies in Batteries, Starting & Charging System
Course Code :LBT-300	LBT-300 Cummins Generators
Course Code :LBT-324	LBT-324 606 Certification Training
Course Code :LBT-329	LBT-329 Diesel Exhaust Aftertreatment Explained
Course Code :LBT-333	LBT-333 Controller Area Networks
Course Code :LS-12	LS-12 Servicing Telematic Systems with Dave Hobbs
Course Code :LS-29	LS-29 Focus on Ford
Course Code :LS-33	LS-33 Delphi Training Series: MAF and the Modern Tech
Course Code :LS-34	LS-34 ABS -- Enhanced Stability Systems, Operation, Analysis, and Repair
Course Code :LS-39	LS-39 O2 Sensors: Wide vs Narrow Band
Course Code :LS-55	LS-55 Fundamentals of TPMS
LBT-552	LBT-552 Bosch Start/Stop Technology Overview
LBT-565	LBT-565 Start/Stop Technology Overview with Bob Pattengale part 2
LBT-566	LBT-566 Turbocharger Diagnosis & Service
LBT-574	LBT-574 Delphi Technologies Training Series: Variables of AC compressors
LBT-579	LBT-579 SERVICE WRITING FOR DIESEL SHOPS

## Example of Transition Chart

		<b>KEY:</b> CM - Craig Moran CC - Craig Cribfield PL - Pete Linsley JD - James Overstreet AF - Aubrey Felton FR - Fannie Roberts HR - Human Resource Team	TMT - TMT Team NS - Nancy Samalot AP - Accounting Team AH - Alice Hicks CORP - All corp depts CB - Charles Bryson SM - Steve Moore	EL - Eric Lewandowski JS - Joe Smith NF - Nicole Falzarano KR - Kelly Riddle MH - Matt Hansen MW - Matt Wallace	Contract Start Date <div>10/1/2021</div>
Project Lead: Craig Moran					Project Start Date <div>TBD</div>
Company Name: Hernando County					Weeks <div>10</div>
Task Assignments		Comments	PROGRESS	START	END
<b>Discussions</b>					
Contract Award			0%	TBD	
Contract Signing			0%	TBD	
VFM (Corp) Staff meetings (ongoing)			0%	TBD	
Transition Plan review with County Staff			0%	TBD	
County Departmental Meetings (ongoing)			0%	TBD	
Parts Supplier meetings			0%	TBD	
VFM meets with County leadership (ongoing)			0%	TBD	
<b>Start-up &amp; Site Visit</b>					
New Inventory determination			0%	TBD	
Existing Inventory review (County)			0%	TBD	
Verify fleet listing in Asset Works			0%	TBD	
Facility Lease Agreements - if applicable			0%	TBD	
Facility security codes provided by County			0%	TBD	
Invoicing Protocol Briefing/Company Purchasing Group/Need PO #			0%	TBD	
Discuss Department/Cost Centers needed in our System			0%	TBD	
OEM/Extended Warranty/Companies set-up			0%	TBD	
Customer Profile Sheet			0%	TBD	
Post Start-up facility deficiency inspections with the client			0%	TBD	
Janitorial Services established			0%	TBD	
Take pre-start photos & video			0%	TBD	
Take post-start photos & video			0%	TBD	
<b>HR/ Personnel</b>					
VFM Conducts interview for current personnel			0%	TBD	
VFM conducts local recruiting for drivers, and administrative			0%	TBD	
Management Recruiting (SM, Supervisor, Parts Manager, Office Mgr)			0%	TBD	
Offer Letters presented			0%	TBD	
Temporary Uniforms Ordered			0%	TBD	
Uniform Vendor for setup/sizing			0%	TBD	
Order associate hats			0%	TBD	
Setup site personnel files (electronically)			0%	TBD	
Employee setup in CTI			0%	TBD	
Employee Setup in Ford Starz training portal			0%	TBD	
Background Checks and Drug Testing			0%	TBD	
Site Manager Corporate training			0%	TBD	
Office training			0%	TBD	
Parts Manager training			0%	TBD	
Onsite staff Assetworks training classes set-up			0%	TBD	
Order State labor posters			0%	TBD	
HR - New Hire Onboarding			0%	TBD	
<b>Environmental</b>					
Send Environmental letter to customer (Waste Disposal)			0%	TBD	
Heritage Crystal Klean Setup			0%	TBD	
Scrap Metal Vendor Setup (bins in place)			0%	TBD	
Environmental Phase 1			0%	TBD	
<b>Parts &amp; Services</b>					
Local vendor selection			0%	TBD	
Local vendor setup with credit limits and payment terms			0%	TBD	
Meet/Greet OEM Representatives			0%	TBD	
National Account Vendors Setup			0%	TBD	
Shell or Other Vendor Oil Setup - Distributor			0%	TBD	
Set-up PM Part packages w/it local vendors for "Quick Ship"			0%	TBD	
Tire Program Specs and vendor set-up			0%	TBD	
Order Shop supplies/will racks and bins needed/supply/remain?			0%	TBD	
Parts Room inspection/Shop Tour			0%	TBD	
Parts Inventory Assessment at location/shop			0%	TBD	
Review Min/Max compared to usage			0%	TBD	
Set Min/Max in Asset Works					
Parts Shelving & Bins			0%	TBD	
Determine Service truck stocking inventory			0%	TBD	
Setup parts room with shelving & initial inventories			0%	TBD	
Develop plan for disposal of obsolete and excessive inventory			0%	TBD	
Review A-E movers with County			0%	TBD	
Present Warranty tracking/credit program to County			0%	TBD	



## Example of Transition Chart Cont'd

<b>BT/FMIS</b>			TBD
Order Office Equipment	0%	TBD	
Set up parts in Asset Works system	0%	TBD	
Set-up bar coding in Asset Works and printers	0%	TBD	
Unit License Procurement	0%	TBD	
Set up local vendors in Asset Works System	0%	TBD	
Internet Connectivity (Vector Vision)	0%	TBD	
Asset Works Units Setup			
Mobile Communications Spec and Order	0%	TBD	
Customer Asset Works Setup for Portal Access			
Asset Works FMIS Training - Technicians and Staff	0%	TBD	
Custom User Guide Appendix for Contract Specific Processing	0%	TBD	
VMRS Wall Chart and MWS Code Reference Sheets	0%	TBD	
Customers to receive month end reports provided to IT	0%	TBD	
Set up reporting with Business Analyst at Corp	0%	TBD	
FMIS Portal Training for Customer	0%	TBD	
Customer Required Reports per contract	0%	TBD	
Add Amazon Business Account	0%	TBD	
Computer hardware	0%	TBD	
Workstations ordered (and printers)	0%	TBD	
FuelMaster import if needed		TBD	
<b>Finance &amp; AP</b>		TBD	
State Business Registration and License	0%	TBD	
State Inspection License and Setup	0%	TBD	
General Liability Insurance	0%	TBD	
Order Office Supplies/Online Staples Setup	0%	TBD	
Vendor setup in MAS 500	0%	TBD	
Customer setup in MAS 500	0%	TBD	
PC cards	0%	TBD	
UPS Location setup & supplies	0%	TBD	
AP Stamps	0%	TBD	
<b>Equipment &amp; Tooling</b>		TBD	
Lubricant Provider/Dispensing Equipment	0%	TBD	
Additional Equipment Needed determined and ordered	0%	TBD	
All-Data/Mitchell/Motors Set-up	0%	TBD	
Tooling Procurement Decision and procurement	0%	TBD	
Asset inventory taken with client	0%	TBD	
Service Vehicle's determined/ordered/delivered	0%	TBD	
<b>Safety</b>		TBD	
Facility audit by Safety Manager	0%	TBD	
Eye Wash Stations / First Aid	0%	TBD	
Safety Inspection tags printed and in place	0%	TBD	
SDS binders in place	0%	TBD	
Safety meeting held with all staff	0%	TBD	
Safety Signage	0%	TBD	
PPE determine, ordered and in place	0%	TBD	
<b>Misc.</b>		TBD	
Business Cards Ordered	0%	TBD	
Quality Assurance Program documented and presented to County	0%	TBD	
MBE and WBE vendor meetings	0%	TBD	
Emergency Plan created and given to County	0%	TBD	
Write SOP for handling drop ship - conduct site staff training	0%	TBD	
Customer Open House Pre-Launch Lunch	0%	TBD	
Order Training room decals (OEM)	0%	TBD	
Signs and Banners	0%	TBD	
QC/Customer Annual Feedback program	0%	TBD	
Setup local unit files	0%	TBD	
Order file cabinets-4 drawer-if Needed	0%	TBD	
Parts Request program set-up	0%	TBD	
Make Site Manager Contract binder	0%	TBD	
Master pricing file updated on the shared drive	0%	TBD	
Vector Vision announcement	0%	TBD	
Social Media postings on Grand Opening	0%	TBD	
White paper information - Marketing Dept.	0%	TBD	



Proposal

2021

**Contractor Operated Parts  
Store (COPARS)  
RFP No. 21-RG0014/PH**

**Price Proposal**



**Tab 6. Compensation**

RFP NO. 21-RG0014/PH Contractor Operated Parts Store (COPARS)

April, 2021

**ATTACHMENT "B"**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Extended Price</b>
1	Hourly Rate – Normal Hours	Hour	\$ 39.50	80	\$ 3,160.00
2	Hourly Rate – After Hours	Hour	\$ 48.00	80	\$ 3,840.00
3	Overhead (Monthly charge inclusive of personnel, office equipment and supplies)	Monthly	\$ 7,671.58	12	\$ 92,059.00
4	Products List Pricing Less Percentage Discount	Percentage	45%	\$500,000	\$ 275,000.00
5	Non-Vendor Products Markup (OEM Manufacturers parts)	Percentage	9.50%	\$220,000	\$ 240,900.00
6	Restocking Fee	Percentage	1%	\$20,000	\$ 2,020.00
				<b>Total</b>	<b>\$ 616,979.00</b>