

CONTRACT FOR VANPOOL FLEET MANAGEMENT AND SERVICES

This CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Gainesville, Florida, a political subdivision of the State of Florida (hereinafter the "CITY") on behalf of Regional Transit System (hereinafter referred to as "RTS") and Enterprise Leasing Company of Florida, LLC., a Delaware limited liability company registered to do business in Florida, (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

WHEREAS, the CITY provides public transportation services to the citizens of City of Gainesville by investing resources in RTS; and

WHEREAS, the Florida Department of Transportation (FDOT) has directed RTS to use the services of the CONTRACTOR to provide vanpool fleet management services as specified in Exhibit 'A' Scope of Services.

WHEREAS, the CONTRACTOR hereby certifies that it has been granted and possesses valid, current authority to do business in the State of Florida and any necessary licenses in Alachua County, Florida, issued by the respective State government agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this CONTRACT; and,

WHEREAS, the CONTRACTOR has reviewed the services required pursuant to this CONTRACT and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

**DEFINITIONS**

CITY shall mean the City of Gainesville, a political subdivision of the State of Florida, and all officials and employees.

CONTRACTOR shall mean the individual, firm or entity offering services which, by execution of this CONTRACT, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this CONTRACT.

BASIC SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services described in the Scope of Services attached hereto and incorporated as Exhibit A.

ADDITIONAL SERVICES shall mean any additional services that the CITY may request and authorize, in writing, which are not included in the Scope of Services in Exhibit A.

CHANGE ORDER shall mean a written document executed by both parties to this CONTRACT setting forth such changes to the Scope of Services as may be requested and authorized in writing by the

CITY.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed upon by all parties as follows:

1. SERVICES: CONTRACTOR shall provide vanpool fleet management services for RTS for City of Gainesville as described in the Scope of Services attached hereto and incorporated as Exhibit A.

2. TERM: The term of this CONTRACT shall be for an initial period of three (3) years with options for two extensions of one year each if both parties mutually agree upon the extension. The initial term of the three (3) years shall begin on July 1, 2019, and end June 30, 2022. The CITY shall notify CONTRACTOR 60 days prior to the end of the CONTRACT term regarding exercise of each option for extension(s) of the CONTRACT for one year term. The total duration of this contract, including the exercise of any options under this clause, will be five years, except as extended by mutual, written agreement of both parties.

3. PAYMENTS: As consideration for CONTRACTOR'S performance of the Basic Services described in Exhibit A, Section A, CITY shall pay CONTRACTOR in accordance with the Fee Schedule in Exhibit A, Section B. The Fees shall be paid by CITY within thirty (30) days of CITY'S receipt of an accurate invoice from the CONTRACTOR. The CITY shall not be responsible for any fees or costs except as specifically set forth in this CONTRACT.

4. FUNDING: Vanpool service may be cancelled or reduced if there is a lack of Florida Department of Transportation funding to cover the full cost for the service under this CONTRACT. In such an event, the CITY will notify CONTRACTOR in writing at least (30) days in advance of the effective date of such reduction in services or cancellation. The CITY shall not be responsible for the payment for any services eliminated or cancelled after the effective date of the reduction or cancellation of services. The obligations of the CITY as to any funding required pursuant to this CONTRACT shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential CITY services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CITY pursuant to this CONTRACT.

5. SEVERABILITY: In the event any provision of the CONTRACT is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the CONTRACT. Each provision of the CONTRACT is deemed to be separate and severable from each other provision.

6. INDEMNIFICATION: CONTRACTOR shall indemnify the CITY, its officials, agents and employees (except in such agents' and employees' capacity as participants in CONTRACTOR's commuter vanpool services), and hold it harmless from claims asserted or liability established for losses, or damages in connection with loss of life, bodily or personal injury, or property damage that arise from or are caused by any negligent, reckless, or willful acts or omissions of the CONTRACTOR and its agents, officers, or employees; provided, however, that CONTRACTOR's duty to indemnify and hold harmless shall not include any claims asserted or liability established for damages or injuries to any person or property, including injury to CITY or its directors, employees, agents, or officers, that arise from or are caused by the negligent, reckless, or willful acts or omissions of CITY, its directors, agents, officers, or employees. This indemnification shall survive the termination or conclusion of this CONTRACT.

This indemnity shall not apply unless the CONTRACTOR is informed as soon as practicable by the CITY of the suit or action alleging such damages or injuries and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) any claim resulting from compliance with specific written instructions of the CITY directing a change in the services or equipment to be used, or directing a manner of performance of the contract not normally used by the CONTRACTOR, (2) a change in work performed that was made subsequent to delivery or performance, or (3) a claim that is unreasonably settled without the consent of the CONTRACTOR, unless required by final decree of a court of competent jurisdiction.

CONTRACTOR's obligation to defend and indemnify the CITY shall not include any amounts paid to an Indemnified Party by an insurer as compensation for a claim or any amounts paid by a third party as payment for the claim.

7. INSURANCE: The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this CONTRACT the following insurance:

a. General Liability Insurance: General Liability Insurance issued by responsible insurance companies acceptable to the CITY, with combined single limits of not less than One Million Dollars (\$1,000,000) for Personal Injury, Bodily Injury and Property Damage per occurrence.

b. Automobile Liability Insurance: Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Certificate of Insurance: The CONTRACTOR shall provide CITY with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the CITY. Said Liability Policies shall provide that the CITY be an additional insured for liabilities arising in whole or in part by the conduct of the CONTRACTOR. CITY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective

date of said action. All insurance policies shall be issued by companies with an AM Best rating of A- VII or better and licensed and authorized under the laws of the State of Florida. Certificate(s) of Insurance must be provided to RTS within ten (10) days of the execution of the CONTRACT.

8. MODIFICATIONS TO CONTRACT: This CONTRACT, together with any exhibits and CONTRACTOR'S task assignments and schedules constitute the entire agreement between the CITY and CONTRACTOR and supersedes all prior written or oral understandings. This CONTRACT and any exhibits, task assignments, and schedules may only be changed, amended, supplemented, or canceled by a written instrument duly executed by the parties hereto.

9. TERMINATION:

(a) Termination for Convenience. Either party may terminate this CONTRACT upon 60 days' written notice to the other party.

(b) Termination for Cause. If either party fails to comply with any material provision of the CONTRACT, the other party may terminate this CONTRACT for default. Termination shall be effected by serving a thirty (30) day advance written notice of termination on the other party, setting forth the manner in which that party is in default. If the defaulting party does not cure the breach or describe to the terminating party's satisfaction a plan for curing the breach within the thirty (30) day period, the CONTRACT may be terminated for default. Termination of the CONTRACT shall neither relieve the CONTRACTOR of its responsibilities for the completed work nor relieve its surety of its obligation for and concerning any just claim arising out of the work performed. The Contractor shall be paid for the services performed under this CONTRACT up to the time of termination. CONTRACTOR shall deliver all records, equipment, and materials to RTS within thirty (30) days of the date of termination of this CONTRACT.

10. GOVERNING LAW: This CONTRACT shall be governed, interpreted and construed according to the laws of the State of Florida, notwithstanding its conflict of law's provisions.

11. VENUE: Venue for any legal action by any party to this CONTRACT to interpret, construe or enforce this CONTRACT shall be in a court of competent jurisdiction in Alachua County, Florida and any trial shall be non-jury.

12. ASSIGNMENT, TRANSFER OF INTEREST, SUBLETTING: There shall be no assignment/transfer of interests or delegation of CONTRACTOR rights, duties, or responsibilities under this CONTRACT without the prior written approval of the CITY. CONTRACTOR shall not sublet except with the written consent of the CITY, other than what is delineated in this CONTRACT. No such consent shall be construed as making CITY a party to such subcontract, or subjecting CITY to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve CONTRACTOR

of liability and obligation under this CONTRACT, and all transactions with the subcontractor must be through the CITY. Notwithstanding the foregoing, CONTRACTOR may assign any or all of their respective rights under this CONTRACT to a parent, subsidiary or affiliate entity.

13. RIGHT TO AUDIT RECORDS: The CITY and its auditors shall be entitled to audit the books and records of CONTRACTOR to the extent that such books and records relate to the performance of this CONTRACT. Said records shall be made available, upon request, for audit purposes to City of Gainesville and RTS and its auditors. Such books and records shall be maintained by CONTRACTOR for a period of five (5) years from the date of final payment under this CONTRACT unless a shorter period is otherwise authorized in writing or unless required by law.

14. FEDERAL TAX ID NUMBER: CONTRACTOR shall provide to the CITY their Federal Tax ID Number.

15. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a CONTRACT to provide any goods or services to a public entity, may not submit a bid on a CONTRACT with a public entity for the construction or repair of a public building or public work, may not submit bids on leases 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 the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

16. REGULATORY REQUIREMENTS: CONTRACTOR shall comply with all applicable Federal, State, and local licensing and/or regulatory requirements (including permits) for the provision of services under this CONTRACT. This shall include but not be limited to the Americans with Disabilities Act. The CITY will not be using Federal dollars to fund this contract, and Buy America is not a requirement. Any change in this status would be a change in the material terms of the CONTRACT and would be required to be made in writing and executed by both parties pursuant to Section 8 MODIFICATION of this CONTRACT.

17. PUBLICATION, REPRODUCTION AND USE OF MATERIAL: No custom material produced in whole or in part under the CONTRACT shall be subject to copyright in the United States or in any country. RTS and Federal Transit Administration (FTA) shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom material prepared under this CONTRACT. The CONTRACTOR shall obtain releases, licenses, permits, or other authorization to use photographs, copyrighted materials, artwork, or any other property or rights belonging to third persons obtained by the CONTRACTOR for use in performing services for RTS and shall not be

responsible for any claims arising with respect to such use.

18. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the execution of this CONTRACT, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are hired and employees are treated without regard to their race, color, religion, sex, age, or national origin. CONTRACTOR will also comply with Gainesville EO policy number EO-1, which covers discrimination against sexual orientation, marital status, disability, and gender identity. CONTRACTOR must ensure that affirmative action policies are being applied to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

19. CERTIFICATIONS: CONTRACTOR agrees to adhere to and maintain the Drug Free Workplace Certification, attached hereto and incorporated.

20. ENTIRE CONTRACT: It is understood and agreed that the entire agreement of the parties is contained herein and that this CONTRACT supersedes all other agreements, oral and written, as well as any negotiations between parties relating to the subject matter hereof. Any alternatives, amendments, deletions, or waivers of the provisions of this CONTRACT shall be valid only when expressed in writing.

21. CONSTRUCTION OF CONTRACT: The parties hereby acknowledge that they have fully reviewed this CONTRACT, its attachments and had the opportunity to consult with legal counsel of their choice, and that this CONTRACT shall not be construed against any party as if they were the drafter of this CONTRACT.

22. CONFLICTING TERMS: In the event of a conflict between the terms of the CONTRACT (including any and all attachments thereto and amendments thereof) and the terms of Exhibit A, the terms of the CONTRACT shall control.

23. NOTICE: Notice under this CONTRACT shall be given by mailing written notice, postage prepaid to:

CITY:  
Regional Transit System  
Attn: Millie Crawford  
P.O. Box 490 Station 5  
Gainesville, Florida 32627

CONTRACTOR:  
Enterprise Leasing Company of Florida, LLC  
Attn: Scott Burgess  
11034 Atlantic Blvd.  
Jacksonville FL 32225

24. SOVEREIGN IMMUNITY: Nothing in this CONTRACT shall be interpreted as a waiver of the CITY's sovereign immunity as granted under Section 768.28, Florida Statutes."

25. INDEPENDENT CONTRACTOR: CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. Except as specifically noted in the CONTRACT, CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the CONTRACT.

26. PUBLIC RECORDS: Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the CITY, CONTRACTOR must:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the CONTRACT term and following completion of the CONTRACT if the CONTRACTOR does not transfer the records to the CITY.
- d. Upon completion of the CONTRACT, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the CONTRACT, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the CONTRACT, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-393-7826, [crawfordma1@cityofgainesville.org](mailto:crawfordma1@cityofgainesville.org) , and Regional Transit System P.O. Box 490 Station 5 Gainesville, FL 32627.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

**ENTERPRISE LEASING COMPANY OF FLORIDA, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF GAINESVILLE**

By: \_\_\_\_\_  
City Manager or designee

WITNESS: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
City Attorney

**EXHIBIT A****SCOPE OF SERVICES****SECTION A. PROJECT MANAGEMENT**

The objective of the Program is to market and provide vehicles to individuals traveling together on a regular basis to work, college or Vocational school. The vans will operate within the North Central Florida region and can originate from any of the counties surrounding the Regional Transit System's (RTS) service area, with the goal of bringing passengers into RTS service area. The capacity of the vans will vary from 7 to 15-passengers (including the driver) according to the size of the group. One of the participants will serve as a volunteer vanpool coordinator (the "Vanpool Coordinator") and will enter into a standard vehicle rental agreement with the CONTRACTOR thereby accepting responsibility for the vehicle. CONTRACTOR requires drivers ("Drivers," along with the Vanpool Coordinator) to execute a written agreement with the CONTRACTOR as well (collectively, the "Operator Agreements"). The CONTRACTOR will provide the vehicles and promote opportunities to develop new vanpools. The CONTRACTOR is responsible for the program administration and ensuring van pool statistics are reported to RTS.

*Local Staff:*

CONTRACTOR will provide all management and staff necessary to fulfill the requirements of the CONTRACT.

*Project Manager*

CONTRACTOR shall designate one of the local staff as the Project Manager to act as a liaison between CONTRACTOR and the RTS CONTRACT manager.

*Regional Staff:*

CONTRACTOR offers the services of regional management staff, which are tasked with the supervision and quality control of the City of Gainesville City vanpool program.

*Corporate Headquarters location:*

CONTRACTOR will provide support to local project and regional management staff to fulfill the requirements of the proposal.

*Vehicles*

CONTRACTOR will notify RTS prior to adding van pools to the program and supply and finance the vehicles used in the Program with no capital outlay from RTS. When notifying RTS of additional van pools: start date, number of passengers, place where van pool will originate, mileage and cost of vanpool will be provided.

CONTRACTOR will be responsible for providing a selection of vanpool vehicles. Following identification of a prospective vanpool, the Vanpool Coordinator (and passengers) will select a van based on model availability, ridership, and price.

CONTRACTOR will assume full risk as vehicle owner for any deficiency between vehicle selling prices and

residual values as well as full responsibility for vehicles at the termination of any rental agreements. RTS, the Drivers, nor any other agencies shall be required to become obligated for any vehicle residuals, re-selling, releasing or disposal of the vehicles.

The fleet will consist of passenger vehicles configured to seat from 7 to 15 passengers (including the driver), as required by the demand of the vanpool groups. Once a group is formed, CONTRACTOR will deliver the vehicle(s) not later than forty-five (45) days after the effective date of a fully executed Vanpool Coordinator Agreement.

The vehicles to be utilized shall meet all applicable Federal Motor Vehicle Safety Standards as of the date of manufacture.

### **Americans with Disabilities (ADA) Accommodations**

CONTRACTOR will develop a plan on a case by case basis upon receipt of an ADA request, assess the exact needs of the vanpool group and provide reasonable accommodations for them based on those needs. CONTRACTOR will notify RTS when ADA accommodations are requested and prior to ADA related costs being included in the billing for FDOT reimbursement.

CONTRACTOR can modify a vehicle to accommodate a customer with disabilities. There is no additional cost to perform modifications to meet the ADA requirements listed below;

- Removing the seat nearest the side door of the vehicle.
- Providing telescoping ramps so that a wheelchair can be rolled into the vehicle.
- Installing tie-downs on the vehicle floor so the wheelchair can be secured safely and used by the customer as a seating position.
- Adding hand-controlled accelerator and brakes, steering knobs, or pedal extensions.
- Adding grab bars for entering and exiting the vehicle.

Once the needs are assessed and specific modifications are identified, CONTRACTOR will either provide the modifications/conversions or rent/lease vehicles directly from ADA specific providers - such as in the case of a group requesting an extensive conversion i.e. wheelchair lift. The extra monthly cost to provide extensive modifications such as the wheelchair lift will be approved by FDOT before the vehicle is placed in service and will be billed monthly to the FDOT program, to cover the additional expense, while the lift equipped vehicle is in service.

### **Characteristics of a Traditional Commuter Vanpool**

A commuter vanpool in the Program will operate as follows:

- A group of individuals voluntarily participating in a ridesharing arrangement
- Drivers are themselves commuters who and are not CONTRACTOR employees and receive no compensation for their efforts or are reimbursed by riders for the vehicle and its operating expenses.
- Drivers use the van to pick up, transport and deliver the other vanpool passengers to and from their residences (or a common staging area) and their places of employment.
- The vehicle makes one trip to work and one trip home per group of commuters.
- The use of the vanpool vehicle will not be construed as "being engaged in transportation as a business."

- Additional prohibitions and limitations on the use of the vehicle are set forth in the Driver Agreements.

## SECTION B. Rate Structure

### Commuter Vanpool Vehicles

The CITY shall compensate the CONTRACTOR for providing and performing the Task(s) set forth and enumerated in EXHIBIT “A”, entitled “SCOPE OF SERVICES”, as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONTRACTOR should be established and set below for each task or sub-task described and authorized in Exhibit “A”.

The level of the FDOT Grant subsidy varies and CONTRACTOR may invoice up to 50% of the monthly vehicle costs including rent and fuel.

All funds paid to CONTRACTOR by RTS/City of Gainesville are 100% reimbursed by FDOT. Not to Exceed the FDOT Public Transportation Grant Agreement (PTGA) amount and/or the amount of the purchase order (PO) issued by the CITY.

<b>Mileage Category</b>	<b>7 Pass Minivan</b>	<b>7 Pass Crossover</b>	<b>12 Pass Factory</b>	<b>15 Pass Factory</b>	<b>8 Pass Luxury</b>	<b>10 Pass Luxury</b>	<b>12 Pass Luxury</b>	<b>14 Pass Luxury</b>
up to 1500	\$1,000	\$1,000	\$930	\$1,020	\$1,070	\$1,140	\$1,200	\$1,250
1750	\$1,045	\$1,045	\$975	\$1,065	\$1,115	\$1,185	\$1,245	\$1,295
2000	\$1,090	\$1,090	\$1,020	\$1,110	\$1,160	\$1,230	\$1,290	\$1,340
2250	\$1,135	\$1,135	\$1,065	\$1,155	\$1,205	\$1,275	\$1,335	\$1,385
2500	\$1,180	\$1,180	\$1,110	\$1,200	\$1,250	\$1,320	\$1,380	\$1,430
2750	\$1,225	\$1,225	\$1,155	\$1,245	\$1,295	\$1,365	\$1,425	\$1,475
3000	\$1,270	\$1,270	\$1,200	\$1,290	\$1,340	\$1,410	\$1,470	\$1,520
3250	\$1,315	\$1,315	\$1,245	\$1,335	\$1,385	\$1,455	\$1,515	\$1,565
3500	\$1,360	\$1,360	\$1,290	\$1,380	\$1,430	\$1,500	\$1,560	\$1,610
3750	\$1,405	\$1,405	\$1,335	\$1,425	\$1,475	\$1,545	\$1,605	\$1,655
4000	\$1,450	\$1,450	\$1,380	\$1,470	\$1,520	\$1,590	\$1,650	\$1,700

CONTRACTOR may increase rates up to 5% annually with 30-day notice to RTS. Rates are exclusive of any applicable taxes and fees.

## SECTION C. Insurance – OMITTED

## SECTION D. VEHICLE MAINTENANCE AND REPAIR

Vehicle Maintenance Program:

CONTRACTOR shall administer a program of preventive maintenance that keeps each vehicle's operating efficiency at its top level of performance and provides commuters with a comprehensive, bumper-to-bumper maintenance program.

CONTRACTOR shall provide a preventative maintenance schedule and expedite vehicle servicing for its vanpool customers. A detailed list of maintenance requirements will be provided to vanpool customers and the CONTRACTOR will identify when maintenance needs to be scheduled and performed. CONTRACTOR representatives shall assist vanpool Driver/ Coordinators in identifying a service provider for their routine service and repair needs.

Local Service Vendor: CONTRACTOR shall establish local vendor relationships in the City of Gainesville and Alachua County that allow vanpool groups to obtain maintenance and repairs for vanpool vehicles. Efforts shall be made to ensure most vehicle maintenance or repairs be completed the same day.

Drivers are to be trained on the maintenance procedures for the van during their orientation.

Unscheduled Maintenance and Body Repairs and Tire Replacement: Authorized service facilities shall be able to contact the CONTRACTOR to review the details of the repairs needed, and obtain an authorization for billing purposes. CONTRACTOR program coordinators and maintenance service advisors shall ensure van pool vehicles are not driven with visibly apparent vehicle body damage. The appearance of such damage is contrary to the image RTS wants to portray to the public of the van pool program. Drivers will be briefed that they are not to drive vehicles that have significant visual body damage. CONTRACTOR shall engage the field staff to provide a loaner van or other support as needed.

Warranty Repairs: The CONTRACTOR shall track each vehicle to ensure all warranty work is completed.

Maintenance Reports: A complete maintenance history for every van shall be maintained in the CONTRACTOR's records. A variety of maintenance reports shall be available to ensure vehicles remain in top working condition. The CONTRACTORs system shall provide the option for running customized reports. Data queried shall be exported in common formats such as Microsoft Excel or Word.

Tire Inspection and maintenance: Tires must be inspected for wear and regularly checked for proper inflation. CONTRACTOR shall provide tire gauges to drivers with instructions for determining manufacturer's tire care recommendations-- including regular rotation and inspection of tires.

CONTRACTOR shall instruct drivers to regularly inspect their tires for wear and check the tire pressure often, at least weekly.

## SECTION E. CUSTOMER SAFETY RELATIONS

CONTRACTOR shall routinely remind of procedures and driver's safety updates in a timely manner.

Mandatory Seat Belt Use: CONTRACTOR policy shall require seat belt use by all occupants. "The use of seat belts shall be reinforced in the safety program.

Vehicles shall be equipped with child restraint anchorage systems in specially designated seating positions. It should be a CONTRACTOR requirement for children to be accompanied by their parent or guardian and be properly secured in an approved child seat.

National Highway Traffic Safety Administration (NHTSA): CONTRACTOR shall provide the NHTSA

advisory information to all Drivers reiterating NHTSA's message "Reducing the Risk of Rollover Crashed in 15-Passenger Vans." It shall contain messages on "Tips for Preventing Rollover", "Buckle Up for Safety", and "Other Tips for Safe Driving".

## SECTION F. VEHICLE SPECIFICATIONS

Vehicle Inventory Management: CONTRACTOR shall maintain asset control procedures to ensure every vehicle is assigned to an individual who is responsible, capable, and informed of the responsibilities of serving as a commuter vanpool driver.

Each vehicle shall be tracked in a vehicle information system. A pertinent fleet management detail shall be recorded. This system shall be used by both field and corporate office staff for maintenance monitoring, replacement ordering, and registration and license compliance, along with other operating and customer information.

## SECTION G. DECALS

All vehicles shall be decaled with the CONTRACTOR branding.

## SECTION H. REPLACEMENT VEHICLES

The CITY reserves the right to remove any van from service that it deems unsafe for use. CONTRACTOR shall also remove from service any van that requires excessive repairs, either body or mechanical. If a van is removed from service prior to reaching the specified life cycle due to mechanical, body or safety concerns, CONTRACTOR shall replace it with a similar make and model whenever one exits in the local fleet.

Backup Vans: CONTRACTOR shall maintain a supply of backup vehicles that are available for use by vanpool groups in the event their vehicle breaks down or required repairs that make their regular vehicle unavailable for service for an extended period of time. CONTRACTOR shall do everything to accommodate the needs of the group. Vehicle pick up or drop off shall be coordinated through a local CONTRACTOR representative.

Downtime Credit: If a van is unable to transport passengers to and from work or school because of maintenance or body damage related problems and a back-up or demonstrator vehicle is not available for back-up use, CONTRACTOR shall reimburse groups for "downtime". Downtime is defined as those days when the vanpool vehicle would normally operate, but cannot, or should not operate, due to mechanical failure, significant body damage or service-related problems. The credit shall be calculated as a prorated share of the monthly service charge.

24 Hour Towing: CONTRACTOR shall provide 24-hour towing to assist its customers. Whenever feasible, CONTRACTOR shall also provide loaner vehicles. These vehicles shall be available for use by vanpool groups in the event of breakdown or extended repair periods which make their regular vehicle unavailable. The service shall be offered 7 days a week.

Emergency Roadside Service: Respective vehicle manufacturers Emergency Road Service shall be available for vans under warranty to help when a van has a flat tire or dead battery. All CONTRACTOR vanpools shall be automatically enrolled in a Roadside Assistance company that provides coverage when a vehicle is no longer covered under warranty through a manufacturer's Emergency Road Service Program. Roadside assistance shall be available 24 hours a day, 7 days a week. All emergency services shall be included in CONTRACTOR's service package. There shall be no additional fee to the customer to use these services. Exceptions to this are lock-outs and running out of fuel, which may be billed back to the vanpool.

## SECTION L. PRE-DELIVERY INSPECTION FOR VANS

CONTRACTOR staff will run a pre-delivery checklist for the vanpool program participants to ensure all necessary equipment and materials are in the vehicle before the delivery of the van.

In addition, the CONTRACTOR staff shall meet with the primary coordinator for the vanpool to ensure a thorough understanding of program requirements and expectations including the reporting requirements that if not adhered could result in loss of funding provided by the RTS program.

A Vanpool safety program shall be made available to all Primary drivers and any passengers interested in serving as an alternate or back-up driver. All drivers are required to be briefed prior to driving the van. The driver and the CONTRACTOR shall go over the condition of the van and verify the odometer reading together. The driver's signature is required on the condition report agreeing to the condition of the vehicle at the delivery.

## SECTION M. PROGRAM MARKETING

Goals and Objectives: The overall business goal of the marketing plan will be to expand the number of commuters using the program and to operate vehicles at full capacity, increasing the numbers served and increase RTS's share of formula funding. Activities shall focus on growth, retention, and education.

## SECTION O. REPORTING

CONTRACTOR will comply with all reporting requirements outlined by RTS in this CONTRACT. CONTRACTOR will format the NTD data and will upload the NTD figures monthly to the NTD database to comply with NTD reporting requirements including:

- MR-20
- B-30
- F-10
- F-30
- F-40
- A-30
- S-10
- Any other forms required by NTD.
- CONTRACTOR will provide the monthly invoice to RTS by the 20th of the month.
- NTD report information submitted by the 20th of the month into the NTD database by CONTRACTOR personnel.
- Number of vanpools and riders
- Vehicle Inventory Report- descriptive fleet information (including any ADA accessible vehicles)
- Maintenance Report - detailing Preventative Maintenance and other work performed on the vehicle and a list of facilities where work is to be performed.
- Accident Report - accidents and incidents related to vanpool operation

Upon request, CONTRACTOR will submit detailed maintenance record print-outs, or an Excel file with data containing service and repair histories, expense reports, vehicle inventory, and accident reports for RTS review.