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PROPOSAL TO PROVIDE

Gainesville Autonomous Transit Shuttle (GAToRS) for the City of Gainesville

2017

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Section 1

Introduction and Submittal

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Section 1 – Introduction and Submittal

(i) Letter of Introduction

September 28, 2017

Ms. Daphyne Sesco
Senior Buyer
City of Gainesville
200 East University Avenue, Room 339
Gainesville, FL 32601

Re: RFP NO. RTSX-180030-DS - Gainesville Autonomous Transit Shuttle (GAToRS)

Dear Ms. Sesco,

Transdev Services, Inc. is pleased to submit this proposal to provide Autonomous Mobility Service for the City of Gainesville, in partnership with the RTS and the University of Florida. Transdev is a Maryland corporation with more than 100 years of experience in North America; our 18,000+ employees operate over 12,000 vehicles for contracts in more than 200 locations across the United States.

Transdev is a leader in transportation innovations, including operating autonomous transport systems. Transdev shares Gainesville's vision of mobility to move people within and around the community in an energy efficient, customer-centric, environmentally friendly manner. As a company whose roots are within Veolia Environment S.A., one of the world's largest environmental companies, Transdev has been an innovator and early adopter of electric vehicles and one of the early investors in automated mobility technology. The focus of our industry-leading program demonstrates private commitment, involvement and demonstrated the ability to commercialize the technology.

It is important to understand that no other transportation services company is making the investment in research and development that Transdev is making. In February of this year, Transdev formed a partnership with the Renault-Nissan Alliance – which produces one out of every nine vehicles worldwide – to jointly develop a driverless electric vehicle fleet system. In June, Transdev signed a partnership agreement with Delphi, a global leader in automated driving solutions. This partnership will allow us to develop and test a fully automated mobility on demand system on a large scale. We have also worked extensively to test, deploy, and design systems around AV shuttles like the EasyMile EZ10, which we are proposing for this project.

These partnerships demonstrate Transdev's commitment to the AV movement and the leadership role we are taking. We are unmatched in terms of technical expertise and scale and will enable testing and refinement of every aspect of an autonomous vehicle

system, from dispatch and remote command to sensor architecture and onboard intelligence.

Transdev has deep roots in the state of Florida, starting with our HART Hyperlink project in Tampa, as well as operating taxi companies in Jacksonville, Orlando, Naples, West Palm Beach, and Clearwater; and fixed route university service in Orlando. One of our national call centers is located in St. Petersburg and soon we will be initiating a mobility ecosystem model in Babcock Ranch, outside Ft. Meyers, operating AV shuttles among other forms of transportation.

Highlighted in the following table you will find our company's profile overview including our legal name, corporate officers, national and regional office addresses, and phone and fax numbers.

Transdev Services, Inc.	
Principle Line of Business:	Public transportation operations management and services
Year Founded:	1909 in Baltimore
Year Incorporated:	1986
Form of Organization:	Corporation
Corporate Officers	Michael C. Murray – President Jacques Laherre – EVP, CFO & Treasurer Jennifer Coyne – Executive Vice President (EVP), General Counsel & Secretary
Main Office Location:	720 East Butterfield Road Suite 300 Lombard, Illinois 60148 630-571-7070 www.transdevna.com
Number of Employees:	18,000 in the United States. and Canada; 95,000 across 21 countries

Our Parent Company – Transdev
Transdev is one of the world's largest multi-modal private operator of passenger transportation. Created from the merger in 2012 of Veolia Transportation and Transdev, Transdev is committed to being the long-lasting partner of government agencies through the unparalleled financial backing of triple AAA rated Caisse Des Depots and Veolia Environnement. Globally, Transdev has 5,000 contracts in 21 countries with 95,000 employees operating bus, rail, light rail, shuttle, and ferry businesses. Our 48,000 vehicles provide 3.3 billion passenger trips per year. With an annual budget of more than $1.4 billion, Transdev's financial strength and stability are unparalleled.

We look forward to expanding on our current partnership with the City of Gainesville, RTS, and the University of Florida to provide your pioneering AV service. Please feel free to contact me at dick.alexander@transdev.com or 513.325.0225 if you need any additional information.

Sincerely,

Richard M. Alexander
Executive Vice President – Business Development

(ii) Solicitation

#170258C

Issue Date: **August 28, 2017**

No Pre-Bid Conference will be held.
Question Submittal Deadline is September 14, 2017.

Bid Due Date: **October 3, 2017 @ 3:00 p.m. local time**

REQUEST FOR PROPOSAL

RFP NO. RTSX-180030-DS

GAINESVILLE AUTONOMOUS TRANSIT SHUTTLE (GAToRS)

Procurement Representative:
Daphyne Sesco, Senior Buyer
Procurement Division
Phone: (352) 334-5021
Fax: (352) 334-3163
Email: sescoda@cityofgainesville.org

City of Gainesville
200 East University Avenue, Room 339 – Gainesville, Florida 32601

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CITY OF GAINESVILLE
REQUEST FOR PROPOSALS FOR
GAINESVILLE AUTONOMOUS TRANSIT SHUTTLE (GAToRS)

SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES

RFP#: RTSX-180030-DS **Date: August 28, 2017**

A. INTRODUCTION/BACKGROUND

The City of Gainesville (hereafter "City") is requesting proposals from well qualified and experienced parties to provide a self-driving, autonomous shared ride shuttle service from City of Gainesville Downtown area to the University of Florida (UF) along SE 3rd Street, 5th Avenue, Newell Drive, and University Avenue. The project known as Gainesville Autonomous Transit Shuttle (GAToRS) consists of moving people, to learn about public attitudes towards automation in transportation, and to document the safety benefits of such a service and bring Highly Automated Vehicles (HAV) forward within a Connected Vehicle (CV) environment. The service should be fulfilled by a multi-passenger, shared use, electric HAV with climate control and a variety of other features. Proposer will coordinate with UF for testing, developing or analyzing new applications.

B. RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

RFP available for distribution	August 28, 2017
Deadline for receipt of questions	September 14, 2017
Deadline for receipt of proposals	October 3, 2017 (3:00 p.m. local time)
Evaluation/Selection process	Week of October 9, 2017
Discussions/Oral presentations (if conducted)	Week of October 23, 2017
Deadline for Best and Final Offer (if needed)	November 8, 2017
Projected award recommendation date	November 28, 2017
City Commission approval	January 4, 2018
Projected contract start date	March 1, 2018

C. PROPOSAL SUBMISSION

One original and 8 copies (a total of 9) of the complete proposal must be received by October 3, 2017 at 3:00 p.m. local time at which time all proposals will be publicly opened. In addition, proposer should provide one (1) electronic copy of their proposal in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc.

The original, all copies, and the separate sealed price envelope, if required, must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number, RFP title, number and due date and delivered to:

City of Gainesville
General Government Procurement
200 East University Avenue, Room 339
Gainesville, Florida 32601

Hand-carried and express mail proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding holidays observed by the City.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after 3:00 p.m. (local time), October 3, 2017 will not be considered and will be returned unopened.

Both the Technical Proposal and the Price Proposal, if required to be submitted in a separate envelope, must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to both Proposals. In the absence of a corporate seal, the Proposals must be notarized by a Notary Public.

The submittal of a proposal by a proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated fees.

D. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held. Bidders may submit questions to the buyer by the question submittal deadline stated on the front page of this solicitation.

E. CONTACT PERSON

The contact person for this RFP is Daphyne Sesco, Senior Buyer, at (352) 334-5021 in Procurement. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the procurement designated staff contact in the Procurement Division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

F. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the proposer's name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (352) 334-3163.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, and facsimile number.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this

RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

H. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

I. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Commission.

J. ORAL PRESENTATION

The City may require proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

K. EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and determine if the proposal falls within the competitive range.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

L. TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

All proposals (including all documentation and materials attached to proposals or provided in connection with this RFP) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Proposals (including all documentation and materials attached to proposals or provided in connection with this RFP (even if in a separate envelope)) submitted to the City cannot be returned. The City will not consider proposals if the entire proposal is labeled a Trade Secret and/or Confidential and/or Proprietary.

If proposer believes that its proposal contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure then such information must be submitted in a separate envelope and comply with the following requirements. In addition to submitting the information in a separate envelope, proposer must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request.

The City does not warrant or guarantee that information designated by proposer as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by proposer is/are correct and/or accurate. The City will notify proposer if a public records request is received and proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (email notice is acceptable notice) to file the necessary court documents to obtain a protective order.

Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary proposer agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to its designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees {including those of the City Attorney's office) incurred by the City by reason of any claim or action arising out of or related to proposer's designation of information as a trade secret and/or confidential and/or proprietary.

Failure to comply with the requirements above shall be deemed as a waiver by proposer to claim that all additional information in its proposal is a trade secret and/or confidential and/or proprietary regardless if such information is labeled trade secret and/or confidential and/or proprietary. Proposer acknowledges and agrees that all information in proposer's proposal (not including information in Section L) will be disclosed, without any notice to proposer, if a public records request is made for such information.

Please be advised that proposer's proposal, including the information submitted in a separate envelope in accordance with the requirements set forth in this Section L, will be distributed to the Evaluation Committee members, City staff and City Consultants to allow proposer's entire proposal, including the information submitted in a separate envelope, to be evaluated and considered for award of this Contract. The entire contents of Proposer's proposal, including the information submitted in a separate envelope, may be discussed at meetings that are open to the public, subject to the requirements set forth in Chapter 286, Florida Statutes. In the event a public records request is received the City will notify Proposer and Proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (e-mail notice is acceptable notice) to file the necessary court documents to obtain a protective order.

M. QUALIFICATIONS OF PROPOSERS

As a part of the Proposal evaluation process, City may conduct a background investigation of proposer, including a record check by the Gainesville Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation.

No proposal shall be accepted from, nor will any contract be awarded to, any proposer who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be irresponsible or unreliable by City.

If Proposer is determined to be irresponsible or unreliable, City will notify Proposer of its finding, including evidence used, and allow proposer an informal hearing and the opportunity to come into compliance within three business days of notification.

N. NEGOTIATIONS

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with all proposers who fall within the competitive range (refer to Section IV – Evaluation Criteria and Procedures for more information).

O. RIGHTS OF APPEAL

Participants in this RFP solicitation may protest RFP specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Services Procedures Manual.

P. RULES; REGULATIONS; LICENSING REQUIREMENT

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Q. REVIEW OF PROPOSALS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

R. LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION

It is the policy of the City of Gainesville that all local small and service-disabled veteran businesses as defined in the Local Small Business Procurement Program Policies and Procedures, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each proposer is asked to state whether it will utilize small and service-disabled veteran that are eligible for assistance to perform work on the project(s) being advertised. For firms not yet certified by the City, a small and service-disabled veteran application may be requested and submitted to the Office of Equal Opportunity. Applications can be downloaded from the Office of Equal Opportunity website at http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx. To be considered as a certified small and/or service-disabled veteran, a proposer must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the Office of Equal Opportunity's website.

S. RECORDS/AUDIT

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

T. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

U. CITY'S NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party."

For more information on this policy and requirement, please visit the Office of Equal Opportunity's website.

V. ART IN PUBLIC PLACES

In 1989, the City of Gainesville adopted an ordinance (Art in Public Places) requiring that, "each appropriation for the original construction or major renovation of a local government building which provides public access shall include an amount of at least one (1) percent of the total appropriation for the construction or major renovation of the building to be used for the acquisition of art". Compliance with the Art in Public Places ordinance is required for this project and will require coordination between the Contractor, architect and an artist. A copy of the ordinance is available upon request.

W. DAVIS-BACON

It will be the responsibility of the contractor to check with the department project manager to determine if compliance with the Davis Bacon Act and the DOL regulations are required.

SECTION II – SCOPE OF SERVICES

A. INTENT

It is the intent of the City of Gainesville to obtain proposals for a self-driving, autonomous shared ride shuttle service from City of Gainesville Downtown area to the University of Florida (UF) along SW 4th Avenue and SW 2nd Avenue. The project known as Gainesville Autonomous Transit Shuttle (GAToRS) consists of moving people, to learn about public attitudes towards automation in transportation, and to document the safety benefits of such a service and bring Highly Automated Vehicles (HAV) forward within a Connected Vehicle (CV) environment. The service should be fulfilled by a multi-passenger, shared use, electric HAV with climate control and a variety of other features. Proposer will coordinate with UF for testing, developing or analyzing new applications.

B. MINIMUM REQUIREMENTS

(a) Shuttle shall be able to continuously transport passengers along at a low speed (15mph limit).

(b) Shuttle shall make both visual and audible next stop announcements in English.

(c) Shuttle shall have the ability to be climate controlled. A/C to maintain internal temperature during cooling months no higher than 75 degrees Fahrenheit and heating to maintain no less than 65 degrees during heating season.

(d) Shuttle shall be electric, preferably with the ability to be charged without wireline infrastructure.

(e) Shuttle shall have 4G or better wireless connectivity with the ability to stream video and other data in real-time for both management and operations of the vehicles, as well as, for passengers.

(f) Proposer shall provide certification of their vehicle consistent with Federal Motor Vehicle Safety Standards (FMVSS) and the Highly Automated Vehicle (HAV) system consistent with the US DOT 15 point Safety Assessment for deploying automated vehicle technologies. (1) If a proposer cannot certify that their proposed vehicle complies with all applicable FMVSS, an exemption from the National Highway Traffic Safety Administration (NHTSA) must be obtained in order to test on public roads.

(g) Vehicle to Infrastructure (V2I) Dedicated Short Range Communications (DSRC) capability between shuttles and traffic signals and the potential for other Vehicle to Vehicle (V2V) and Vehicle to Anything (V2X), i.e., bicycle and pedestrian) applications as they become available.

SECTION III – PROPOSAL FORMAT

Instructions to proposers: Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

A. FORMAT AND CONTENTS OF PROPOSAL

1. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

2. Technical Proposals

The technical proposal is a narrative which addresses the scope of work, the proposed approach to the work, the schedule of the work, and any other information called for by the RFP which the proposer deems relevant.

(1) Section 1 – Introduction and Submittal

A letter of introduction to include:
(i) A statement of the type of firm, partnership or other teaming arrangement and members. A list and description of ownership, office location, and principal office where the majority of the Authority's work will be performed and contact information,
(ii) The Solicitation,
(iii) *Proposal Presponse Form – Signature Page* form,
(iv) Fully completed *Certification Regarding Lobbing* form
(v) Fully completed *Disclosure of Lobbying Activities* form, if applicable (if not applicable, mark "N/A" across, sign and return),
(vi) Fully completed *Certification Regarding Debarment* form,
(vii) Fully completed *Contractor Responsibility Certification* form,
(viii) Fully completed *Subcontractor/Subconsultant List and Bidder Status* form, and
(ix) Fully completed Exhibit A

(2) Section 2 - Firms Experience

Discuss the offeror's experience, qualifications and skills, with automated vehicles and demonstration projects. At a minimum describe the firm's history, length of time in business, locations, types of services offered and direct experience in providing the services described in the solicitation.

(3) Section 3 – Support and Program Management

Ability to provide local, on-site support and ongoing program management.

(4) Section 4 - Connected Vehicle applications

Ability to integrate DSRC and Connected Vehicle applications into the HAV system.

(5) Section 5 – Work Plan

Provide your work plan to illustrate the firm's competence and capacity to perform the services outlined in the Technical Specifications (Section VI. In this section the offeror's proposal should include risk identification and mitigation strategy.). The area of service and possible service destinations should also be included in this section.

(6) Section 6 – Price

(i) Provide a price proposal for any and all start-up costs (i.e., testing and evaluation steps, vehicle, infrastructure, etc.) to be borne by the City prior to commencement of service being made available to passengers.
(ii) Provide a price proposal for 36 months of service.
(iii) Provide a price proposal to provide storage and charging facility for their vehicles as an option to be exercised by RTS as a separate item

(7) Section 7 – Innovative Pricing

Proposal to bring partners and/or sponsors to share cost burden and risk.

(8) Section 8 – Exceptions
Exceptions to, or variances from, any portion of the solicitation, including the Technical Specifications, contract terms and conditions, etc., shall not be considered unless the offeror specifically identifies them in this Section 8. Exceptions are, however, strongly discouraged and may not be accepted by the City.

(9) Section 9 - Promotional Literature
This section should contain any promotional literature submitted for informational purposes only.

3. Price Proposal

The price proposal is a presentation of the proposer's total offering price including the estimated cost for providing each component of the required goods or services.

Proposers should indicate the dollar amount which will be attributed to each sub-contractor, if any.

If a prescribed format for the price proposal is appended, proposers must use it; otherwise, proposers may use formats of their choice.

4. Qualifications

The response to the minimum qualification requirements contained below is a list of the minimum qualification requirements prescribed for the RFP. Proposers must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. If a prescribed format or required documentation for the response to minimum qualification requirements is stated below, proposers must use said format and supply said documentation.

B. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS

N/A.

SECTION IV – EVALUATION CRITERIA AND PROCEDURES

A. EVALUATION CRITERIA

1.0 **SELECTION AND EVALUATION CRITERIA**

Proposals will be evaluated in accordance with the procedures described in the City's Professional Services Evaluation Handbook. The criteria listed below are all equal in relative importance. The proposals will be evaluated in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation, Oral Presentation Evaluation, and Other Factors as deemed appropriate, if applicable. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

Criteria:
a) Technical
b) Written
c) Price

1.1 **Technical Qualifications Evaluation**

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

1.2 **Written Proposal Evaluation**

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

1.3 **Presentation/Interview Evaluation**

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly “why it is to be done” as well as “what is to be done”. The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of “professional” presenters who will not be involved in the project or future presentations.

1.4 **Other factors**

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as Disadvantaged Business Entity use, if applicable. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the City's Procurement Policies and Procedures.

- Failure of a Proposer to provide pricing for all “Line Items” may be cause for rejection of the proposal as unacceptable. Proposers should insert “N/C”, for items provided at “no charge” to RTS.

B. SELECTION PROCESS

The contractor(s) will be selected from the qualified vendors submitting responses to this Request for Proposals. The selection process will be as follows:

1. Evaluators consisting of staff will review the written proposals. The evaluation process provides a structured means for consideration of all proposals.

2. Proposers in the competitive range (those proposals which have a reasonable chance of being selected for award) will be required to furnish proof to the City that they comply with the specifications.

3. The City will make the award to the responsive and responsible proposer whose proposal is most advantageous to the City with price and other factors considered. In determining which proposal is most advantageous, the City may award on a "best value" basis to the proposer whose proposal offers the greatest value to the City based upon an analysis of a tradeoff of qualitative technical factors and price/cost.

4. All proposals will be evaluated to determine those which fall into the competitive range (those proposals which have a reasonable chance of being selected for award) of which clarifications/discussions and/or oral presentations may be requested. After determining which proposers are in the competitive range, the City may conduct negotiations with those proposers to discuss any deficiencies in their proposal and to ensure that the proposers fully understand all the requirements of this RFP. Should negotiations occur, the City may issue to those proposers remaining in the competitive range an invitation to submit a revised proposal or, if negotiations are complete, a Best and Final Offer (BAFO). The BAFO will reflect the proposer's final cost/price proposal to the City based on all the clarifications to the proposed Scope of Work included in the oral presentation and/or negotiations. Any additional costs associated either with the negotiation of completion/submission of revised proposals and/or BAFO submittals are to made at no cost to the City.

5. Best and Final offers will be evaluated as an adjustment to the scores already awarded by the evaluation committee on their original proposal response. If a proposer does not submit a BAFO its immediate previous offer will be considered as its BAFO.

6. The proposer whose BAFO is accepted as the most advantegous to the City may be presented to the City Commission for their approval, if so required.

SECTION V – GENERAL PROVISIONS

A. CONTRACT AWARD

The award(s), if any, shall be made to the proposer(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final.

The Contract to be entered into with the successful proposer will designate the successful proposer as the City's Contractor and will include, but not be limited to, the following terms and conditions.

B. GENERAL TERMS AND CONDITIONS

Following are the General Terms and Conditions, supplemental to those stated elsewhere in the Request for Proposals, to which the Vendor must comply to be consistent with the requirements for this Request for Proposals. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

1. Public Entity Crimes. Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

2. Tie Bids. Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; (4) Bidders located within the State of Florida; and (5) coin toss. In the case where Federal funds are being utilzed, articles 2,3 and 4 will not apply.

3. Drugfree Workplace. Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

4. Indemnification. The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

5. Insurance. Contractor shall provide proof of insurance in an amount as noted below:

   Worker's Compensation Insurance providing coverage in comliance with Chapter 440, Florida Statutes.

   Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage $1,000,000 per occurrence (combined single limit for bodily injury and property damage).

   The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

   Automobile Liability Insurance
   Property Damage $500,000 per occurrence (combined single limit for bodily injury and property damage).

   The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty (30) days' written

notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

The City reserves the right to require awarded Contractor to provide and pay for any other insurance coverage City deems necessary, depending upon the possible exposure to liability or loss. A price adjustment to the contract would be permitted.

6. Sovereign Immunity. Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.

7. Term. The term of the contract will commence upon execution of a contract. The Contractor will have six (6) months to complete start-up. The contract will then continue for thirty-six (36) months, subject to funding in subsequent fiscal years.

8. Termination.

Termination for Default - Remedies for Breach
If the Contractor fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then the City, after serving at least ten days' written notice to the Contractor of its intent to terminate and after such default shall continue unremedied for a period of ten days, may terminate the Contract without prejudice to any other rights or remedies it may have under this Contract.

If, after default under this subsection, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against City shall be the same as and limited to those afforded Contractor pursuant to the subsection title TERMINATION FOR CONVENIENCE which appears below.

Termination for Convenience
City shall have the right to terminate this Contract, in whole or in part, without cause, upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to that portion of the contract price earned through the date of termination, together with any retainage withheld and direct and immediate termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against City.

Termination of the contract or a portion thereof, for cause or convenience, shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

9. Applicable Law. The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue in the courts of Alachua County, Florida.

10. Joint Bidding/Cooperative Purchasing Agreement. All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida to rebid any or all items.

11. Subcontractors. All successful contractors specific to construction in the amount of $300 thousand or more to include material suppliers shall be required to provide information of subcontractors in addition to sub and sub subcontractors prior to final payment under the contract.

12. Florida Public Records Act.

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:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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.

3. 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 – PROJECT MANAGER, [NAME], [PHONE NUMBER], [EMAIL], [ADDRESS], GAINESVILLE, FL 32627.

SECTION VI – TECHNICAL SPECIFICATIONS

A. SCOPE

1.1 The provisions contained in this section are intended to be cooperative with, to supplement, or to modify instructions to Bidders, Special Provisions and General Conditions and, in case of any conflict with such sections, the intent of any and all Technical Specifications shall govern.

B. BACKGROUND

The City of Gainesville Regional Transit System (RTS) is seeking proposals from well qualified and experienced parties to provide a self-driving, autonomous shared ride shuttle service from City of Gainesville Downtown area to the University of Florida (UF) along SE 3rd, 5th Avenue, Newell Drive, and University Avenue. The project known as Gainesville Autonomous Transit Shuttle (GAToRS) consists of moving people, to learn about public attitudes towards automation in transportation, and to document the safety benefits of such a service and bring Highly Automated Vehicles (HAV) forward within a Connected Vehicle (CV) environment. The service should be fulfilled by a multi-passenger, shared use, electric HAV with climate control and a variety of other features. Proposer will coordinate with UF for testing, developing or analyzing new applications.

C. OPERATING REQUIRMENTS

1.1 Continuously transport passengers along a low speed (15mph limit), controlled access corridor shared with regular traffic, transit buses and emergency vehicles with public traffic crossing signalized intersections, and bicycle and pedestrian traffic.

1.2 'Project Team' of City of Gainesville (RTS), Florida Department of Transportation (FDOT), and University of Florida (UF) will work with the contractor to develop the operating plan following FDOT findings on the "GATrIC Study Executive Summary" (see Attachment A).

1.3 Board and alight passengers safely at predefined stop locations with level curbside boarding or another method to allow mobility impaired individuals to access and egress the vehicle.

1.4 Proposer shall describe how to protect vulnerable road users.

1.5 Level 4 Autonomy or higher is preferred.

1.6 As RTS cannot provide any of its staff to operate, maintain or supervise the service, proposer should provide for such resources if required in their project plan. RTS will work with the selected contractor to identify these resources if requested.

D. VEHICLE AND HIGHLY AUTOMATED VEHICLE (HAV) SYSTEM REQUIREMENTS

1.1 Shuttle shall be appropriately designed and constructed to operate safely and efficiently at minimum within the limited operational design domain (ODD) described in this solicitation and more broadly, throughout downtown Gainesville and University of Florida.

1.2 Shuttle shall make both visual and audible next stop announcements in English.

1.3 Shuttle shall have the ability to be climate controlled. A/C to maintain internal temperature during cooling months no higher than 75 degrees Fahrenheit and heating to maintain no less than 65 degrees during heating season.

1.4 Vehicles shall be electric, preferably with the ability to be charged without wireline infrastructure.

1.5 Shuttle shall have 4G or better wireless connectivity with the ability to stream video and other data in real-time for both management and operations of the vehicles, as well as, for passengers.

1.6 HAV system shall be impenetrable to attempted access by outside parties for the purpose of modifying system operations or otherwise accessing data governing the system.

1.7 Proposer shall either provide or work towards self-certification of their vehicle consistent with Federal Motor Vehicle Safety Standards (FMVSS) and the Highly Automated Vehicle (HAV) system consistent with the US DOT 15 point Safety Assessment for deploying automated vehicle technologies.

1.8 If a proposer cannot certify that their proposed vehicle complies with all applicable FMVSS, an exemption from the National Highway Traffic Safety Administration (NHTSA) must be obtained in order to test on public roads.

1.9 Shuttle shall include a display to host real time information for RTS services connecting with RTS Automated Vehicle Location (AVL) system (https://ufl.transloc.com/).

2.0 Briefly describe the generation of the following systems:
- a) Navigation
- b) Obstacle detection
- c) Chassis and drive

2.9 Proposer shall have the ability to begin testing and operation with existing traffic signal infrastructure.

3.0 Proposer shall coordinate with the UF Testbed Project team.

3.1 This coordination is expected to require Vehicle to Infrastructure (V2I) Dedicated Short Range Communications (DSRC) capability between shuttles and traffic signals and the potential for other Vehicle to Vehicle (V2V) and Vehicle to Anything (V2X), i.e., bicycle and pedestrian) applications as they become available.

3.2 To facilitate this, provision of sensor inputs to the HAV system which allow for receipt and interpretation of Signal Phase and Timing (SPaT) and MAP messages from forthcoming Roadside Units (RSU) being installed at SW 2nd Avenue and SW 4th avenue on SW13th Street intersections.

3.3 Allow for vehicle wrap with space to advertise and identify project partners.

E. PROGRAM MANAGEMENT & OTHER REQUIREMENTS

1.1 Proposer shall provide a preliminary schedule with their submission. RTS would like to start service once the proposer and Project Team meet and mutually agree upon a realistic start date which is reflective of the activities required to prepare and carry out the service. RTS requires a preliminary schedule to be submitted with the proposal to see when offerors anticipate able to launch service.

1.2 RTS will identify a single point of contact on its staff as project manager.

1.3 After Notice to Proceed (NTP), a testing plan for deployment of the service shall be jointly developed and agreed upon by the proposer and 'Project Team' to be carried out by the proposer. Start date may be flexible depending on approval of the proposal.

1.4 Also subsequent to NTP, proposer shall furnish 'Work Plan' which describes how to address operations, safety processes, and security as well handling of exceptions, emergencies and recovery in a variety of scenarios. This shall include a preliminary and operational hazard analysis subject to review and acceptance.

1.5 Proposer shall identify the archived and real-time datasets to be shared with the 'Project Team' to support the development of an Evaluation Plan.

1.6 As additional resources to continue the service could be made available upon the successful demonstration of certain key performance measures, a commitment to work with the 'Project Team' to identify and meet and/or exceed these measures to make that additional service funding available.

1.7 The awarded Contractor is expected to have costs associated with the purchase of vehicles; however, RTS does not expect to pay for the vehicles as we will never have ownership of the vehicle(s) Therefore, it is the Proposer's responsibility to decide whether to put the vehicle purchase cost in startup or extend across the length of the contract.

1.8 Describe other required infrastructure including storage and charging facilities. Coordinate with RTS regarding potential use of RTS original facility. Proposer should include costs to provide storage and charging facility for their vehicles as an option

to be exercised by RTS. Proposer may choose to not involve RTS in where vehicles are stored, secured and charged overnight. Access to public utilities will be coordinated with RTS and Gainesville Regional Utilities (GRU).

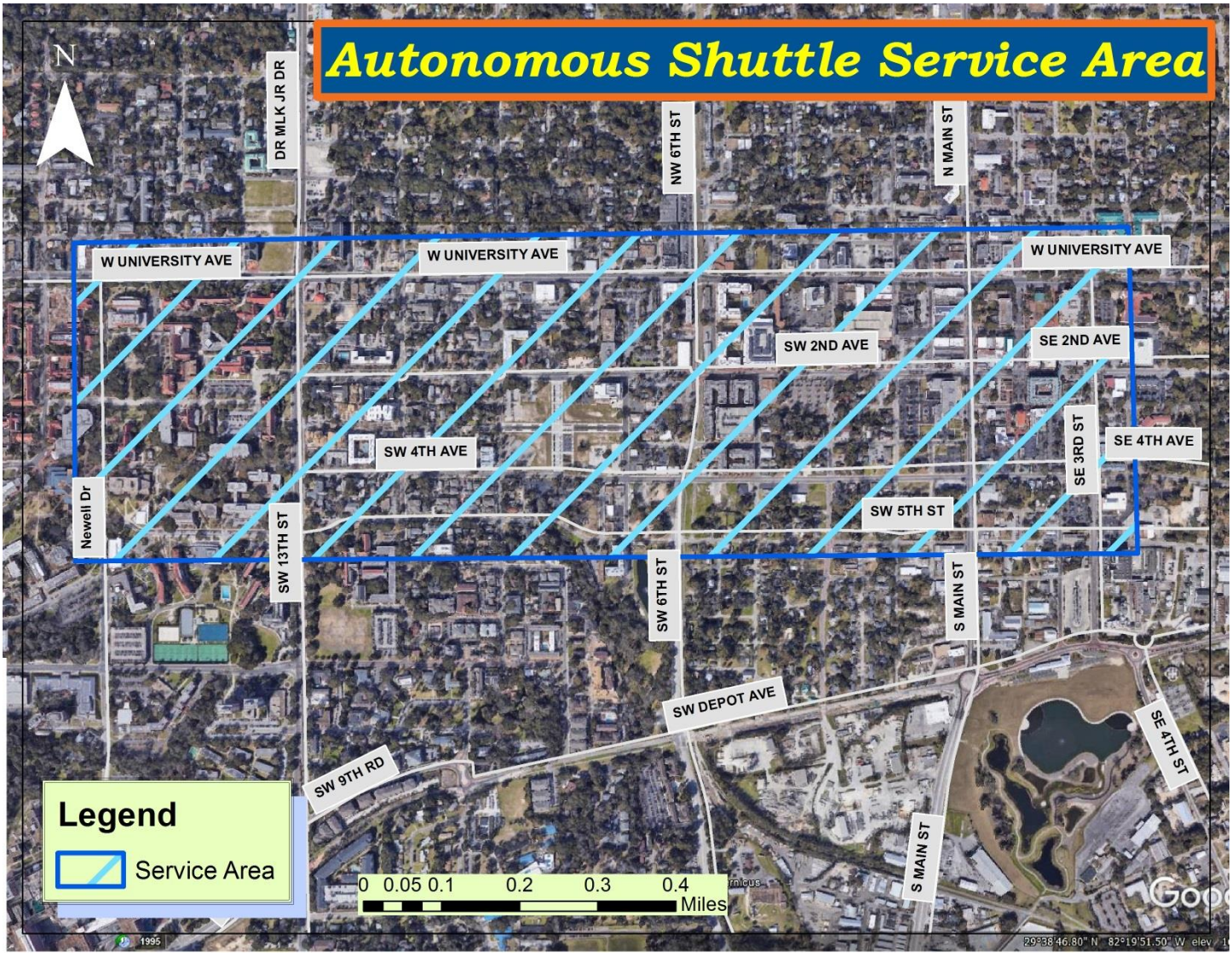
1.9 Proposer shall identify if proposed solution is simply a mobility product or a platform for autonomy in pursuit of other automation within a Smart City Strategy.

1.10 Successful Proposer shall collaborate and work with UF on research and new and innovative applications, sensors, and traffic management.

1.11 Successful Proposer must comply with Section 341.061, Florida Statutes, and Rule Chapter 14-90, Florida Administrative Code. Proposer is required to provide an annual safety certification that proposer has adopted and is complying with its adopted System Safety Program Plan (SSPP), and has performed annual safety inspections of all transit shuttles operated. Proposer must provide their adopted SSPP to the City within six (6) months of award notification. Proposer must also provide the annual safety certification to both the City and FDOT, simultaneously, each year by December 31st once the shuttle is operational.

F. GAINESVILLE AUTONOMOUS TRANSIT SHUTTLE (GAToRS)

This project will consist in a shuttle between the University of Florida (UF) and Downtown Gainesville. The service will operate with regular traffic conditions. The service would address mobility needs downtown by connecting the UF and City on hours where transit service is limited. Project area is limited to SE 3rd Street, 5th Avenue, Newell Drive and University Avenue.



- Project route must serve the University of Florida
- Monday through Friday, and provide option for weekend service
- 10 consecutive hours of span of service at 10 minute frequency during peak hours, no less than 20 minute frequency during off peak hours
- Route roundtrip no longer than 3.0 miles
- 15 mph speed limit
- Fares will not be collected during the demonstration period
- Charging and Storage at Original RTS facility at 100 SE 10th Avenue, Gainesville FL 32627 (Optional)
- Project not limited to existing roads; proposer may offer a route they consider the most optimal. Provide separate cost proposal for any road improvements on proposed project route
- Project term: 3 years

G. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

STATEMENT OF FINANCIAL ASSISTANCE. This solicitation or contract will be funded in whole or in part by the U.S. Department of Transportation, Federal Transit Administration.

The following requirements are applicable for this solicitation:

1.1 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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 subcontract 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 subcontractor who will be subject to its provisions.

1.2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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.

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

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

1.3 ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors 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, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
b. 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 three (3) 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.

c. 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.

d. 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.

1.4 FEDERAL CHANGES

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

1.5 CIVIL RIGHT LAWS AND REGULATIONS

The City of Gainesville is an Equal Opportunity Employer. As such, the City of Gainesville agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Gainesville 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.

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

a. **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.

b. **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.

c. **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.

d. **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.

1.6 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor 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:

a. Withholding monthly progress payments;
b. Assessing sanctions;
c. Liquidated damages; and/or
d. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Gainesville, Florida. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

Overview

It is the policy of the City of Gainesville 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 the City of Gainesville to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

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. The City of Gainesville shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the City of Gainesville 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 the City of Gainesville.

Contract Assurance

The Contractor, subrecipient or subcontractor 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 City of Gainesville deems appropriate.

DBE Participation

For the purpose of this Contract, the City of Gainesville will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the Florida Department of Transportation or the Unified Certification Program (UCP); or
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 City of Gainesville whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the City of Gainesville.

DBE Participation Goal

The City of Gainesville has not set a specific goal for this project. The agency's overall goal for DBE participation for the period October 1, 2013 through September 30, 2017 is **1.5%**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 1.5% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, should supply the following information:

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the City of Gainesville.
3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

The City reserves the right to request any missing documentation after the bid opening, as needed.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the City of Gainesville will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the City of Gainesville will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the City of Gainesville's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the City of Gainesville generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. 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;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

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:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the City of Gainesville 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 should make this request in writing to the City of Gainesville's Procurement Division. The Procurement Division 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.

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. The City of Gainesville 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.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the City of Gainesville's prior written consent. The City of Gainesville 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 subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor 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 subcontractor to substitute for the original DBE and immediately notify the City of Gainesville 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 8 below (Sanctions for Violations).

Continued Compliance

The City of Gainesville 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 the City of Gainesville that summarize the total DBE value for this Contract. These reports shall provide the following details:

• DBE utilization established for the Contract;
• Total value of expenditures with DBE firms for the quarter;
• The value of expenditures with each DBE firm for the quarter by race and gender;
• Total value of expenditures with DBE firms from inception of the Contract; and
• The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the RTS DBE Coordinator with copies provided to the Procurement Division. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The City of Gainesville to have access to necessary records to examine information as the City of Gainesville 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.
- The authorized representative(s) of the City of Gainesville, 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.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time the City of Gainesville 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, the City of Gainesville may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- 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.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

1.7 ENERGY CONSERVATION

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

1.8 AMERICANS WITH DISABILITIES ACT

a. *New Buses and Construction*: All design and construction must meet all federal regulations of 49 CFR Part 37 and Part 38.
b. *Used Buses*: Must meet all federal regulations of 49 CFR Part 38.
c. *Modification of Facilities*: Must meet all federal regulations of Appendix A to 49 CFR Part 37, the ADA Accessibility Guideline (ADAAG).

1.9 PRIVACY ACTS

a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
b. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

1.10 SAFE OPERATION OF MOTOR VEHICLES

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 City of Gainesville.

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 Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

1.11 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

The following conditional requirements may apply based upon value and/or item/service:

1.12 TERMINATION - *If this solicitation or contract is valued in excess of $10,000:*

Termination for Convenience (General Provision)

The City of Gainesville may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City of Gainesville'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 City of Gainesville to be paid the Contractor. If the Contractor has any property in its possession belonging to City of Gainesville, the Contractor will account for the same, and dispose of it in the manner City of Gainesville directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Gainesville may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Gainesville that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Gainesville, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The City of Gainesville, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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.

If Contractor fails to remedy to City of Gainesville's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from City of Gainesville setting forth the nature of said breach or default, City of Gainesville 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 City of Gainesville from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

The City of Gainesville, by written notice, may terminate this contract, in whole or in part, when it is in the City of Gainesville's interest. If this contract is terminated, the City of Gainesville shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

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, the City of Gainesville may terminate this contract for default. The City of Gainesville 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.

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 the City of Gainesville.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery 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, the City of Gainesville may terminate this contract for default. The City of Gainesville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City of Gainesville goods, the Contractor shall, upon direction of the City of Gainesville, protect and preserve the goods until surrendered to the City of Gainesville or its agent. The Contractor and City of Gainesville shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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 the City of Gainesville.

1.13 GOVERNMENT WIDE DEBARMENT AND SUSPENSION - *If this solicitation or contract is valued at $25,000 or more*:

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement 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 (Nonprocurement)," 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 subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or City of Gainesville to be:

a. Debarred from participation in any federally assisted Award;
b. Suspended from participation in any federally assisted Award;
c. Proposed for debarment from participation in any federally assisted Award;
d. Declared ineligible to participate in any federally assisted Award;
e. Voluntarily excluded from participation in any federally assisted Award; or
f. Disqualified from participation in ay federally assisted Award.

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

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

1.14 VIOLATION AND BREACH OF CONTRACT - *If this solicitation or contract exceeds$150,000:*

Rights and Remedies of the City of Gainesville

The City of Gainesville shall have the following rights in the event that the City of Gainesville deems the Contractor guilty of a breach of any term under the Contract.

a. The right to take over and complete the work or any part thereof as City of Gainesville for and at the expense of the Contractor, either directly or through other contractors;
b. The right to cancel this Contract as to any or all of the work yet to be performed;
c. The right to specific performance, an injunction or any other appropriate equitable remedy; and
d. The right to money damages.

Rights and Remedies of Contractor

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

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, the City of Gainesville 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 the City of Gainesville takes action contemplated herein, the City of Gainesville will provide the Contractor with sixty (60) days written notice that the City of Gainesville 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.

Disputes

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

Performance during Dispute

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

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.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Gainesville 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 the City of Gainesville is located.

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 the City of Gainesville 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.

1.15 LOBBYING RESTRICTIONS - *If this solicitation or contract is for $100,000 or more:*

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5), as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City of Gainesville, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352(b)(5). Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352(b)(5). Such disclosures are forwarded from tier to tier up to the recipient.

1.16 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT - *If this solicitation or contract exceeds $150,000 in any year:*

The Contractor agrees:

a. It will not use any violating facilities;
b. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
c. It will report violations of use of prohibited facilities to FTA; and
d. 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).

1.17 SUBSTANCE ABUSE REQUIREMENTS - *If this solicitation or contract is for an operational service contract:*

SUBSTANCE ABUSE TESTING

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Florida, or City of Gainesville to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before January 15th and to submit the Management Information System (MIS) reports before February 15th to City of Gainesville. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

1.18 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS - *If this solicitation or contract involves transit operations performed by employees of a contractor recognized by FTA to be a transit operator:*

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

a. **U.S. DOL Certification**. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

b. **Special Warranty**. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
c. **Special Arrangements**. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

1.19 CHARTER SERVICE - *If this solicitation or contract is for an operational service contract:*

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

a. Federal transit laws, specifically 49 U.S.C. § 5323(d);
b. FTA regulations, "Charter Service," 49 C.F.R. part 604;
c. Any other federal Charter Service regulations; or
d. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

a. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
b. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
c. Any other appropriate remedy that may apply.
The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

1.20 SCHOOL BUS OPERATIONS - *If this solicitation or contract is for an operational service contract:*

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

a. Federal transit laws, specifically 49 U.S.C. § 5323(f);
b. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
c. Any other Federal School Bus regulations; or
d. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

a. Bar the Contractor from receiving Federal assistance for public transportation; or
b. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

1.21 CONFORMANCE WITH ITS NATIONAL ARCHITECTURE - *If this solicitation or contract is for Intelligent Transportation Systems projects*:

With respect to all Contracts involving the provision of Intelligent Transportation Systems ("ITS"), Contractor agrees to conform to the ITS National Architecture, as promulgated by the United States Department of Transportation, Intelligent Transportation Systems, Joint Program Office.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

Name of Proposer: _____

Name/Title of Authorized Representative: _____

Signature: _____

Date: _____

#170258C

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

(To be submitted by bidder, if applicable, refer to instructions on the next page)

1. Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** Year_____quarter_____ date of last report_____

4. Name and Address of Reporting Entity:	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:**
☐**Prime** ☐**Subawardee** Tier_____, *if known :* **Congressional District,** *if known:4c*	**Congressional District,** *if known:*
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:*_____
8. Federal Action Number, *if known :*	**9. Award Amount,** *if known :* $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11 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 this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information 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:_____ Print Name:_____ Title:_____ Telephone No.:_____Date:_____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

CONTRACTOR RESPONSIBILITY CERTIFICATION

The Bidder is required to certify compliance with the following contractor responsibility standards by checking appropriate boxes. For purposes hereof, all relevant time periods are calculated from the date this Certification is executed.

	YES	NO
1. Has the firm been suspended and/or debarred by any federal, state or local government agency or authority in the past three years?		
2. Has any officer, director, or principal of the firm been convicted of a felony relating to your business industry?		
3. Has the firm defaulted on any project in the past three (3) years?		
4. Has the firm had any type of business, contracting or trade license revoked or suspended for cause by any government agency or authority in the past three (3) years?		
5. Has the firm been found in violation of any other law relating to its business, including, but not limited to antitrust laws, licensing laws, tax laws, wage or hour laws, environmental or safety laws, by a final unappealed decision of a court or government agency in the past three (3) years, where the result of such adjudicated violation was a payment of a fine, damages or penalty in excess of $1,000?		
6. Has the firm been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three (3) years?		
7. Has the firm successfully provided similar products or performed similar services in the past three (3) years with a satisfactory record of timely deliveries or on-time performance?		
8. Does the firm currently possess all applicable business, contractor and/or trade licenses or other appropriate licenses or certifications required by applicable state or local laws to engage in the sale of products or services?		
9. Does the firm have all the necessary experience, technical qualifications and resources, including but not limited to equipment, facilities, personnel and financial resources, to successfully provide the referenced product(s) or perform the referenced service(s), or will obtain same through the use of qualified, responsible subcontractors?		
10. Does the firm meet all insurance requirements per applicable law or bid specifications including general liability insurance, workers' compensation insurance, and automobile liability insurance?		
11. Firm acknowledges that it must provide appropriate documentation to support this Contractor Responsibility Certification if so requested by the City of Gainesville. The firm also understands that the City of Gainesville may request additional information or documents to evaluate the responsibility of firm. Firm agrees to provide such additional information or supporting documentation for this Certification.		

Under the penalty of perjury, the Proposer's authorized representative hereby certifies that all information included in the Contractor Responsibility Certification or otherwise submitted for purposes of determining the Proposer's status as a responsible contractor is true, complete and accurate and that he/she has knowledge and authority to verify the information in this certification or otherwise submitted on behalf of the Proposer by his or her signature below.

Name of Proposer: _____

Name/Title of Authorized Representative: _____

Signature: _____ Date: _____

SUBCONTRACTOR/SUBCONSULTANT LIST AND BIDDER STATUS

The Proposer shall provide information on all prospective subcontractor(s)/subconsultant(s) who will participate on this solicitation. Use additional sheets as necessary.

IDENTIFY EVERY SUBCONTRACTOR(S)/ SUBCONSULTANT(S)	SCOPE OF WORK TO BE PERFORMED	CERTIFIED D/M/WBE FIRM? (Check all that apply)	PERVIOUS YEAR'S ANNUAL GROSS RECEIPT'S	UTILIZING ON THIS PROJECT
NAME: _____ ADDRESS: _____ _____ PHONE: _____ FAX: _____ CONTACT PERSON: _____	SCOPE OF WORK: _____ _____ _____ AGE OF FIRM: _____	YES _____ NO: _____ IF YES, DBE _____ OR MBE _____ OR WBE _____	___ Less than $500K ___ $500K-$2 mil ___ $2 mil - $5 mil ___ more than $5 mil.	YES or NO
NAME: _____ ADDRESS: _____ _____ PHONE: _____ FAX: _____ CONTACT PERSON: _____	SCOPE OF WORK: _____ _____ _____ AGE OF FIRM: _____	YES _____ NO _____ IF YES, DBE _____ OR MBE _____ OR WBE _____	___ Less than $500K ___ $500K-$2 mil ___ $2 mil - $5 mil ___ more than $5 mil.	YES or NO
NAME: _____ ADDRESS: _____ _____ PHONE: _____ FAX: _____ CONTACT PERSON: _____	SCOPE OF WORK: _____ _____ _____ AGE OF FIRM: _____	YES _____ NO _____ IF YES, DBE _____ OR MBE _____ OR WBE _____	___ Less than $500K ___ $500K-$2 mil ___ $2 mil - $5 mil ___ more than $5 mil.	YES Or NO

Check here if use of subcontractor(s)/subconsultant(s) is/are not applicable for this project: ☐

Name of Proposer: _____

Name/Title of Authorized Representative: _____

Is Bidder/Proposer a DBE? ___ Yes ___ No If No, is Bidder/Proposer a M/WBE? ___ Yes ___No

Signature: _____ Date: _____

SECTION VII – PRICE PROPOSAL

The rates include all costs that the offeror(s) intends to recover, such as, but not limited to: testing and evaluation steps, supervision, labor, equipment, materials, vehicle licensing, vehicle title, pick-up, financing, carrying charges, and all other such charges to accommodate the services and requirements. No price adjustments will be made, unless specifically provided for by an additional provision included in this contract.

TERM – THREE (3) YEARS

Line Item	Description	QTY	UOM	Unit Cost	Extended Cost
1	Startup Costs (e.g. Vehicle, Infrastructure)	1	LOT	$	$
2	Monthly Service	36	MO	$	$
			TOTAL BASE TERM		**$**
3	Additional Hours of Service	1	HR	$	

Provide the following separately within proposal in a format of your choice:

- Cost proposal to provide storage and charging facility for their vehicles as an option to be exercised by RTS as a separate item
- Cost proposal for any road improvements on the proposed project route

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance program,s, and the penalties that may be imposed upon employees for the drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require 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.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name/Title of Authorized Representative: _____

Signature: _____

Date: _____

DEBARRED AND SUSPENDED BIDDERS:
Breach of Contract

1. Scope.

This policy prescribes policies and procedures relating to:

(a) the debarment of bidders for cause;

(b) the suspension of bidders for cause under prescribed conditions; and,

(c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.

2. General.

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measures should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probable duration of the period of non-responsibility.

2.1 Definitions.

(a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or inadequate performance.

(b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.

(c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.

(d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.

(e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

(f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".

3. Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.

(a) The Procurement Division shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.

(b) The list shall show as a minimum the following information:

(1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;

(2) the basis of authority for each action;

(3) the extent of restrictions imposed; and,

(4) the termination date for each debarred or suspended listing.

(c) The list shall be kept current by issuance of notices of additions and deletions.

4. Treatment to be Accorded Firms or Individuals Debarred or Suspended

Firms or individuals listed by the Procurement Division as debarred or suspended shall be treated as follows.

(a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.

(b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Procurement Division shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.

5. Causes and Conditions Applicable to Determination of Debarment.

Subject to the following conditions, the Procurement Division is authorized to debar a firm or individual in the public interest for any of the following causes occurring with ten (10) years of debarment.

(a) Causes

(1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.

(2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.

(3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:

(i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;

(ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.

(5) Debarment by any other governmental agency.

(b) Conditions.

(1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Procurement Division.

(2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.

(3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exists). For the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.

(4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the ProcurementDivision.

(5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

5.1 Period of Debarment.

(a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.

(b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

6. Suspension of Bidders.

(a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Procurement Division shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

6.1 Causes and Conditions Under Which the City May Suspend Contractors

(a) The Procurement Division may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:

(1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;

(2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,

(3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

6.2 Period of Suspension.

(a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months form the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

7. Scope of Debarment or Suspension.

(a) A debarment or suspension may include all known affiliates of a concern or individual.

(b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.

(c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

8. Notice of Debarment or Suspension.

When the Procurement Division seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

(1) stating that debarment or suspension is being considered;

(2) setting forth the reasons for the proposed action;

(3) indicating that such party will be afforded an opportunity for a hearing if requested within ten (10) days; and,

(4) indicating that such party may make a written response in accordance with Section 9(a).

9. Response to Notice of Debarment or Suspension.

(a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.

(b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.

(c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.

(d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Procurement Division shall be deemed final and the party so notified.

10. Rejection of Bids, Breach of Contract.

(a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.

(b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

(c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for disbarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

PROPOSAL RESPONSE FORM – SIGNATURE PAGE

(submit this form with your proposal)

TO: City of Gainesville, Florida
200 East University Avenue
Gainesville, Florida 32601

PROJECT: **Gainesville Autonomous Transit Shuttle (GAToRS)**

RFP/RFQ#: **RTSX-180030-DS**

RFP/RFQ DUE DATE: **October 3, 2017**

Proposer's Legal Name: _____

Proposer's Alias/DBA: _____

Proposer's Address: _____

_____

PROPOSER'S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name: _____ Telephone Number: _____

Date: _____ Fax Number: _____

Email Address: _____

ADDENDA

The Proposer hereby acknowledges receipt of Addenda No.'s _____, _____, _____, to these Specifications.

TAXES

The Proposer agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

QUALIFIED LOCAL SMALL AND/OR SERVICE DISABLED VETERAN BUSINESS STATUS (check one)

Is your business qualified as a Local Small and/or Disabled Veteran Business in accordance with the City of Gainesville Small Business Procurement Program? ☐ YES ☐ NO

DISADVANTAGED BUSINESS ENTERPRISE (check one)

Is your business qualified as a Disadvantaged Business Enterprise in accordance with Federal regulations published at 49 C.F.R. part 26? ☐ YES ☐ NO

SIGNATURE ACKNOWLEDGES THAT: (check one)

☐ Proposal is in full compliance with the Specifications.

☐ Proposal is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Proposer has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this RFP.

(CORPORATE SEAL)

ATTEST:

_____
Signature

By:_____

Title:_____

PROPOSER:

_____
Signature

By:_____

Title:_____

CITY OF GAINESVILLE
GENERAL GOVERNMENT
PROCUREMENT DIVISION SURVEY
BID INFORMATION

BID #: **RTSX-180030-DS** DUE DATE: **October 3, 2017**

SEALED PROPOSAL ON: **Gainesville Autonomous Transit Shuttle (GAToRS)**

IF YOU DO NOT BID

Please check the appropriate or explain:

_____ 1. Not enough bid response time.

_____ 2. Specifications not clear.

_____ 3. Do not submit bids to Municipalities.

_____ 4. Current work load does not permit time to bid.

_____ 5. Delay in payment from Governmental agencies.

_____ 6. Do not handle this item.

_____ 7. Other: _____

_____

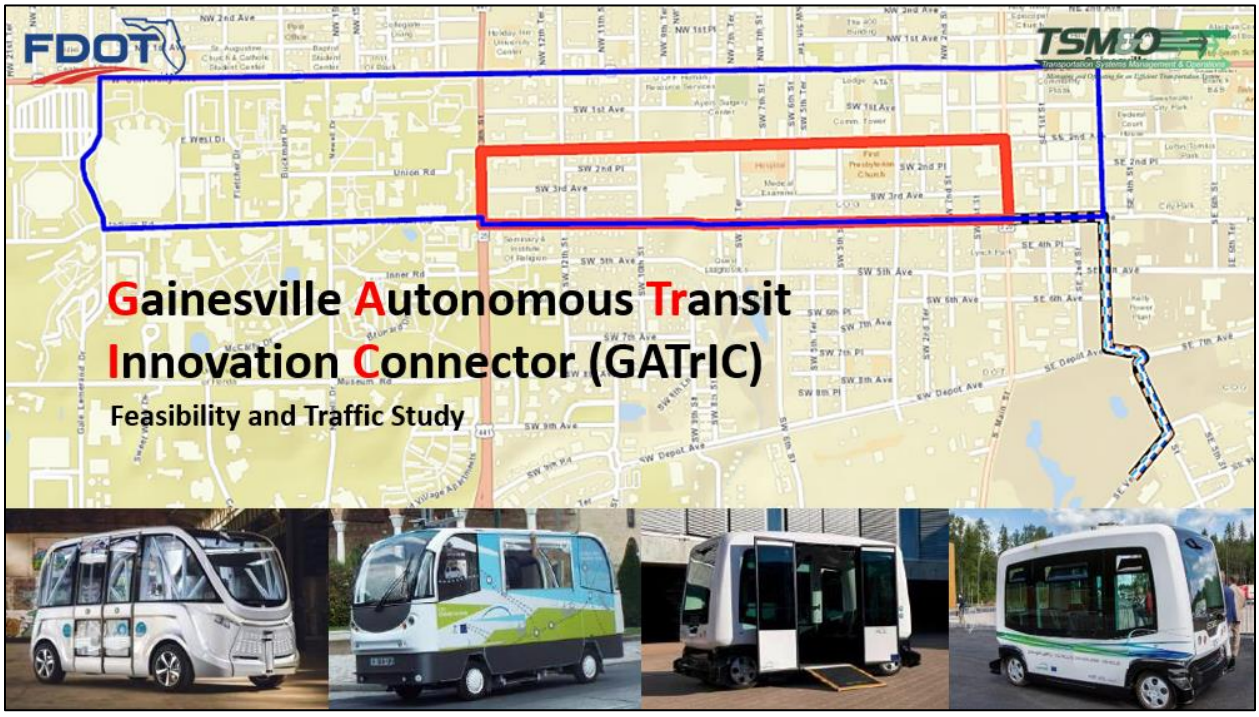
_____

_____

Company Name: _____

Address: _____

ATTACHMENT



Executive Summary

Florida Department of Transportation

State Traffic Engineering and Operations Office

Transportation Systems Management and Operations Division

Tallahassee, Florida

June 8, 2017

Background

The City of Gainesville Regional Transportation System (RTS) and the Florida Department of Transportation (FDOT) are planning to implement an autonomous transit system near the University of Florida campus within downtown Gainesville. The proposed route for the autonomous transit route circumnavigates the City's Innovation Square on SE 2nd Avenue, SE 13th Street, SE 4th Avenue and South Main Street. The proposal was dubbed as the Gainesville Autonomous Transit Innovation Connector (GATrIC) to describe the location and proposed use of autonomous transit technology.

Study Approach

The purpose of the Feasibility and Traffic Study is to identify and highlight any traffic or safety conditions that implementation of GATrIC will need to accommodate for the safe and efficient operation of the autonomous transit system.

Specifically, the study looked at the following conditions:

- Crash statistics
- Traffic characteristics including cars, transit, pedestrians, bicyclists, motorized scooters, and skateboards
- Traffic volumes
- Existing traffic control including traffic signal systems, stop control, roundabouts, crosswalks including mid-block crosswalks, parallel parking, bike lanes, and bus stops
- Observations along with operational, safety, and security/vandalism ratings provided by seven bus drivers with experience in the corridor

A multi-faceted approach to data collection included meetings with the City of Gainesville and RTS staff, a field review of the proposed GATrIC corridor, review of crash statistics, review of traffic statistics, use of Google Earth to capture images, and finally, interviews with RTS drivers who drive routes within or crossing the GATrIC corridor.

Potential GATrIC Operation Impacts

A PowerPoint presentation documents the observations, findings and recommendations from the study. These observations and recommendations are summarized below:

- **Pedestrians**: During morning, midday and afternoon peak periods pedestrians are present at many crosswalks and often walk in the street between crosswalks to access parked cars. Once in crosswalks, pedestrians don't always cross directly but may stop to check cell phones or talk to companions. Pedestrians are regularly observed walking in the streets rather than on the sidewalks.
- **Roundabouts**: Current transit drivers experience delays in the three roundabouts due to other drivers attempting to jump ahead of the buses.

- **Traffic signals**: Traffic signals at SE 13th Street can be long and crossing is delayed by pedestrian volumes. The signals at SE 13th Street also have "NO RIGHT TURN ON RED" electronic blank-out signs. Traffic signals on 6th Street north and south of the SE 2nd Avenue roundabout can cause traffic to back up into the roundabout.
- **Traffic Volumes**: Traffic volumes result in fully-utilized green time for the through movement on SE 13th Street. Pedestrian volumes are heavy crossing SE 13th Street, as students move between the University of Florida campus and student housing during peak periods. The need to yield to pedestrians often hinders right turns onto SE 13th Street from SE 4th Avenue and from SE 13th Street to SE 2nd Avenue.
- **Stop Signs**: Some stop sign control is present on SE 4th Avenue. Most of the stop-controlled intersections are 4-way stops, one is two-way. The GATrIC vehicles will need to know which are which and respond to cross traffic accordingly.
- **Scooters and Bicycles**: Scooter drivers and bicyclists are often observed not stopping at stop signs.
- **Crashes**: Historically, nearly all the crashes along the corridor are at intersections. Of the 309 crashes studied, 20 involved pedestrians or bicyclists. Some of the crashes resulted in directional or full roadway closures. The frequency of roadway closures suggests the need to consider detour routes for GATrIC operation.
- **Detour Route Options**: A map of potential detour routes is provided in the PowerPoint presentation. Roadways North and South of the GATrIC corridor are potential detour routes. Roadways West of SW 13th Street and East of S Main Street are not advised for detour routes due to complicated maneuvers to cross high traffic roadways. Two-way roadways with adequate pavement markings, without roadside parking or wide roadway with parking, and at least 22-feet wide roadway are recommended for detour routes.
- **Travel-Time Variability**: GATrIC travel time around the corridor is expected to range from about 16 minutes to 22 minutes. Pedestrians, loading-unloading, parked vehicles, roundabouts and other noted traffic elements will cause highly variable travel times.
- **GATrIC Headways**: RTS expects headways of 10 minutes or less. Travel time analysis suggests three (3) GATrIC vehicles will enable headways of six (6) to eight (8) minutes. Headways for two (2) vehicles would exceed 10 minute headways most hours of the day. GATrIC operations should consider strategies to keep consistent headways, especially during peak pedestrian periods.
- **Alternate GATrIC Route**: The PowerPoint presentation defines a shorter GATrIC alternate route which would improve travel time reliability by avoiding high crash locations and four (4) traffic signals on the original GATrIC route. Two (2) more bus stops are recommended as the shorter route misses six (6) of the original 14 bus stops. The alternate route avoids one (1) mid-block pedestrian crossing but introduces additional bicycle and pedestrian conflicts.

Recommendation

It is recommended this Executive Summary and the PowerPoint presentation be provided to responders to the GATrIC Request for Proposals. The successful responder can use the potential pedestrian,

bicyclist, traffic, and traffic control features of the corridor to assist with design and operational strategies to ensure optimal performance and safety of the system.

(iii) Proposal Response Form – Signature Page Form

Please refer to the following page for the Signature Page Form.

PROPOSAL RESPONSE FORM – SIGNATURE PAGE

(submit this form with your proposal)

TO: City of Gainesville, Florida
200 East University Avenue
Gainesville, Florida 32601

PROJECT: **Gainesville Autonomous Transit Shuttle (GAToRS)**

RFP/RFQ#: **RTSX-180030-DS**

RFP/RFQ DUE DATE: **October 3, 2017**

Proposer's Legal Name: Transdev Services, Inc.

Proposer's Alias/DBA: Not Applicable.

Proposer's Address: 720 E. Butterfield Road, Suite 300
Lombard, IL 60148

PROPOSER'S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name: Richard M. Alexander

Telephone Number: 513.325.0225

Date: 9/29/17

Fax Number: 630.571.6454

Email Address: dick.alexander@transdev.com

ADDENDA

The Proposer hereby acknowledges receipt of Addenda No.'s 1, 2, 3, to these Specifications.

TAXES

The Proposer agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

QUALIFIED LOCAL SMALL AND/OR SERVICE DISABLED VETERAN BUSINESS STATUS (check one)

Is your business qualified as a Local Small and/or Disabled Veteran Business in accordance with the City of Gainesville Small Business Procurement Program? ☐ YES ☑ NO

DISADVANTAGED BUSINESS ENTERPRISE (check one)

Is your business qualified as a Disadvantaged Business Enterprise in accordance with Federal regulations published at 49 C.F.R. part 26? ☐ YES ☑ NO

SIGNATURE ACKNOWLEDGES THAT: (check one)

☑ Proposal is in full compliance with the Specifications.

☐ Proposal is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Proposer has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this RFP.

OFFICIAL SEAL
SHEILA A GREGORY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Mar 27, 2019

(CORPORATE SEAL)

ATTEST:

Signature

By: Sheila Gregory

Title: Proposal Manager

PROPOSER:

Signature

By: Jennifer A. Coyne

Title: Executive Vice President, General Counsel, and Secretary

OFFICIAL SEAL
SHEILA A GREGORY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Mar 27, 2019

(iv) Lobbying Form

Please refer to the following page for the Lobbying form.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

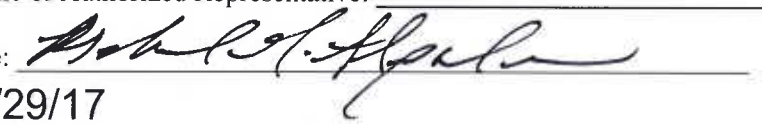
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

Name of Proposer: Transdev Services, Inc.

Name/Title of Authorized Representative: Richard M. Alexander, Executive Vice President Business Development

Signature: 

Date: 9/29/17

(v) Disclosure of Lobbying Activities Form

Please refer to the following page for the Disclosure of Lobbying Activities form.

NOT APPLICABLE

#170258C

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

(To be submitted by bidder, if applicable, refer to instructions on the next page)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** Year_____ quarter_____ date of last report_____

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier_____, *if known :* **Congressional District,** *if known:* 4c	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** **Congressional District,** *if known:*
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:* _____
8. Federal Action Number, *if known :*	**9. Award Amount,** *if known :* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*

11 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 this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information 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: Richard M. Alexander

Print Name: Richard M. Alexander

Title: Executive Vice President Business Development

Telephone No.: 513.325.0225 Date: 9/29/17

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

(vi) Certification Regarding Debarment Form

Please refer to the section (iii) for the Proposal Response and Signature Page form where we acknowledge that Transdev has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof will apply to this RFP.

(vii) Contractor Responsibility Certification Form

Please refer to the following page for the Contractor Responsibility Certification form.

CONTRACTOR RESPONSIBILITY CERTIFICATION

The Bidder is required to certify compliance with the following contractor responsibility standards by checking appropriate boxes. For purposes hereof, all relevant time periods are calculated from the date this Certification is executed.

	YES	NO
1. Has the firm been suspended and/or debarred by any federal, state or local government agency or authority in the past three years?		✓
2. Has any officer, director, or principal of the firm been convicted of a felony relating to your business industry?		✓
3. Has the firm defaulted on any project in the past three (3) years?		✓
4. Has the firm had any type of business, contracting or trade license revoked or suspended for cause by any government agency or authority in the past three (3) years?		✓
5. Has the firm been found in violation of any other law relating to its business, including, but not limited to antitrust laws, licensing laws, tax laws, wage or hour laws, environmental or safety laws, by a final unappealed decision of a court or government agency in the past three (3) years, where the result of such adjudicated violation was a payment of a fine, damages or penalty in excess of $1,000?		✓
6. Has the firm been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three (3) years?		✓
7. Has the firm successfully provided similar products or performed similar services in the past three (3) years with a satisfactory record of timely deliveries or on-time performance?	✓	
8. Does the firm currently possess all applicable business, contractor and/or trade licenses or other appropriate licenses or certifications required by applicable state or local laws to engage in the sale of products or services?	✓	
9. Does the firm have all the necessary experience, technical qualifications and resources, including but not limited to equipment, facilities, personnel and financial resources, to successfully provide the referenced product(s) or perform the referenced service(s), or will obtain same through the use of qualified, responsible subcontractors?	✓	
10. Does the firm meet all insurance requirements per applicable law or bid specifications including general liability insurance, workers' compensation insurance, and automobile liability insurance?	✓	
11. Firm acknowledges that it must provide appropriate documentation to support this Contractor Responsibility Certification if so requested by the City of Gainesville. The firm also understands that the City of Gainesville may request additional information or documents to evaluate the responsibility of firm. Firm agrees to provide such additional information or supporting documentation for this Certification.	✓	

Under the penalty of perjury, the Proposer's authorized representative hereby certifies that all information included in the Contractor Responsibility Certification or otherwise submitted for purposes of determining the Proposer's status as a responsible contractor is true, complete and accurate and that he/she has knowledge and authority to verify the information in this certification or otherwise submitted on behalf of the Proposer by his or her signature below.

Name of Proposer: Transdev Services, Inc.

Name/Title of Authorized Representative: Richard M. Alexander/Executive Vice President Business Development

Signature: Richard M. Alexander Date: 9/29/17

(viii) Subcontractor/Subconsultant List and Bidder Status Form

Please refer to the following page for the Subcontractor/Subconsultant List and Bidder Status form.

SUBCONTRACTOR/SUBCONSULTANT LIST AND BIDDER STATUS

The Proposer shall provide information on all prospective subcontractor(s)/subconsultant(s) who will participate on this solicitation. Use additional sheets as necessary.

IDENTIFY EVERY SUBCONTRACTOR(S)/ SUBCONSULTANT(S)	SCOPE OF WORK TO BE PERFORMED	CERTIFIED D/M/WBE FIRM? (Check all that apply)	PERVIOUS YEAR'S ANNUAL GROSS RECEIPT'S	UTILIZING ON THIS PROJECT
NAME: EasyMile, Inc. ADDRESS: 6144 N. Panasonic Way Denver, CO 80249 PHONE: 415.815.8200 FAX: N/A CONTACT PERSON: Lauren Isaac, Director of Business Initiatives	SCOPE OF WORK: Vehicle Provider, AV SW License, L1/L2 Maintenance AGE OF FIRM: 1 year	YES ☐ NO: ☑ IF YES, DBE ☐ OR MBE ☐ OR WBE ☐	☑ Less than $500K ___ $500K-$2 mil ___ $2 mil - $5 mil ___ more than $5 mil.	YES or NO
NAME: _____ ADDRESS: _____ PHONE: _____ FAX: _____ CONTACT PERSON:	SCOPE OF WORK: AGE OF FIRM: _____	YES ____ NO ____ IF YES, DBE ____ OR MBE ____ OR WBE ____	___ Less than $500K ___ $500K-$2 mil ___ $2 mil - $5 mil ___ more than $5 mil.	YES or NO
NAME: _____ ADDRESS: _____ PHONE: _____ FAX: _____ CONTACT PERSON:	SCOPE OF WORK: AGE OF FIRM: _____	YES ____ NO ____ IF YES, DBE ____ OR MBE ____ OR WBE ____	___ Less than $500K ___ $500K-$2 mil ___ $2 mil - $5 mil ___ more than $5 mil.	YES Or NO

Check here if use of subcontractor(s)/subconsultant(s) is/are not applicable for this project: ☐

Name of Proposer: Transdev Services, Inc.

Name/Title of Authorized Representative: Richard M. Alexander/Executive Vice President Business Development

Is Bidder/Proposer a DBE? ☐ Yes ☑ No If No, is Bidder/Proposer a M/WBE? ☐ Yes ☑ No

Signature: _____ Date: 9/29/17

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

Exhibit A

Please refer to the following page for the Drugfree Workplace form.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Transdev Services, Inc. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance program,s, and the penalties that may be imposed upon employees for the drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require 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.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name/Title of Authorized Representative: Richard M. Alexander/Executive Vice President Business Development

Signature: Richard M. Alexander

Date: 9/29/17

#170258C

Section 2

Firm's Experience

transdev

MOBILITY INSPIRED BY YOU

Section 2 - Firms Experience

Transdev is proud to be leading the efforts to modernize public transportation. We believe Autonomous Vehicles (AVs) are a key element of the future. We have committed over $70 million annually to AV development and have innovation centers of excellence in France, the Netherlands, the U.S., and Finland. Too often the discussion around AVs centers on only the technology. While this is important and a key ingredient, Transdev's focus goes beyond technology to include the service for which the AV is being deployed to support. It's more than just the vehicle. It's the interface between vehicle and customer, vehicle and control center and the support the vehicle needs for continuous operation.

The development of expertise in self-driving shuttles is a natural evolution for Transdev, as we have a proven history of delivering exceptional operational management with emerging technology. Transdev is the only operator that can harness historic expertise in public transit mobility with successful AV operations and demonstrations in Europe and North America.

Our approach to autonomous systems is vehicle manufacturer-agnostic: our control center, dispatch, and user interface technologies are compatible with any AV shuttle manufacturer, and built to be "future-proof". This allows us to integrate new vehicle and system enhancements as they are developed. This unique approach allows us to guarantee that clients receive the latest in autonomous technology, and are not locked into obsolete vehicle systems as technology advances.

Three main qualities separate Transdev from current alternatives in the market for integrated AV services:

- Transdev has 12 years of experience operating AV systems, by far the most experience in this domain, starting with a magnetic guide wire project in the Netherlands in 2005;
- Our OEM-agnostic approach has allowed us to develop expertise with nearly all commercially available autonomous vehicle systems, providing unprecedented flexibility and resilience to our clients and end-users.
- As a true multi-modal provider, we are focused on delivering fully-integrated services for our clients and passengers in the context of all available mobility options.

Our AV-Specific Expertise

Throughout early deployments, Transdev's dedicated AV Technology and Operations Support group has developed or integrated from existing operations the following capabilities:

- V2X/DSRC/Connected Vehicles
- Expertise in all aspects of operating autonomous shuttles.
- Knowledge of strengths and weaknesses of autonomous vehicle manufacturers and models.
- Strategic advice on procurement and vehicle selection.
- Sophisticated routing algorithms and dispatching technology to optimize fleet management.
- Technology to optimize vehicle supply to match real-time demand.
- Digital control centers to monitor vehicle condition (tire pressure, temperature, battery status) and interact with passengers as needed.
- Mobile apps to deliver a seamless passenger experience.
- Best practices for safety and security drawn from real-world experiences.
- Experience in digital and traditional maintenance for optimal fleet performance.
- Data collection, management, and analytics to ensure routing efficiency, on-time performance, and vehicle optimization.
- Extensive knowledge of regulations, legal issues, risk management and insurance options.
- Deployment strategies regarding how AVs are operated, insured, maintained and charged.

We recognize current AV technology is limited within a real-world operating environment, therefore, we are investing in research and development to integrate remote supervision, dispatch, V2X, and E-Hailing technology needed to commercialize a complete system.

Operator and OEM Partnership Structure

Autonomous vehicle technology is still in its infancy, and new vehicle systems are rapidly being developed by many different OEMs to meet a variety of user needs and operational design domains (ODDs).

Transdev believes strongly in an OEM-agnostic approach to sourcing and operating AV systems. Additionally, all of our internal technology and operating processes are designed to enable multiple different vehicle systems to co-exist – providing identical (or ODD-specialized) services to end-users.

This offers several distinct advantages over a system in which the operator/systems integrator and vehicle manufacturer are contractually (or otherwise) locked together for the duration of an operating contract:

- **Pricing Advantages**
  - **Vehicle System Upfront Pricing** - AV systems make up a far higher percentage of the overall contract cost than traditional human-operated vehicles. At this early stage, much of the difference is due to the OEMs need to defray R&D expenses, and not the actual vehicle/battery/sensor systems. In order to provide the best price for our clients, Transdev solicits competitive bids for all "launch partners", requires short-term leases, and will re-bid vehicle systems to acquire rapidly developing new advances in AV design.
  - **Maintenance Commitments** - Transdev standardizes all vehicle lease agreements to include vehicle and software system support and maintenance.
- **Technology Risk Mitigation**
  - **Version Risk -** New AV shuttles will be released throughout the lifetime of any contract over one year and price/performance/ODD application improvements may be significant.
  - **Dispatch and Fleet Management Systems Redundancy -** Mitigating any "single point of failure" for an operation is important, and no piece is more critical than the AVL/CAD systems that guides and plan routes for AVs. Transdev has a fully featured AV dispatch system and requires all vehicle partners to make their own systems available as a backup.
- **Performance & Security Audit**
  - **Cybersecurity & Safety -** By default, all automated driving system disengagements (interruptions to operations due to real or perceived obstacles) are registered locally on a vehicle "Black Box" system.
  - Transdev also requires all incidents to be automatically reported to our fleet management system. This ensures any safety or vehicle performance event is captured and full redundancy and transparency are guaranteed.
  - **Vehicle Systems -** All AV systems have similar components (battery, sensor, accessibility, climate control, V2X, etc.) with baseline performance conditions that must be monitored to ensure safety and compliance. Transdev can compare normal performance across multiple different AV systems to identify both best in class and potentially unsafe subsystem performance.

Current and Past AV Deployment Experience

ParkShuttle: Rotterdam - Netherlands

Since 1999, ConneXXion, a Transdev subsidiary in the Netherlands, has been operating ParkShuttle, a people mover providing passenger transport on a 1.1-mile long route from Kralingse Zoom metro station to a business district in Capelle aan den IJssel, South Holland, Netherland.

As previously mentioned, in 2005, Transdev deployed the first generation of a fully autonomous vehicle using early magnetic guidewire technology. Transdev's ParkShuttle uses six minibusses with a 12-seat capacity to transport between 700 to 1100 passengers every day. This system highlights an AV system's capability to offer on-

demand flexible service within a campus setting as well as providing short-distance feeder transport to larger public transportation hubs.

Key Information:

- Contract: 6-year terms, extended three times
- Shuttle OEM & Model: 2getthere.
- Service Hours: Monday to Friday between 6:00 a.m. and 9:00 p.m.
- Headway: 3-5 minutes during rush-hour, 6 minutes during off-peak.
- Ridership: 700 – 1,100 riders every day; 270,000 riders every year.
- Mileage: 185,000 miles since 2005.
- Notable firsts: Longest operating commercial autonomous vehicle system.

EDF Shuttle - Civaux France

Since April 2016, Transdev has operated a fleet of six Navya autonomous vehicles at EDF's nuclear plant in Civaux. EDF is France's largest energy provider.

Key Information:

- **Contract:** Three-year agreement
- **Shuttle OEM & Model:** Navya Arma
- **Service Hours:** Monday to Friday between 6:00 a.m. and 9:00 p.m.
- **Headway:** 3-5 minutes during rush-hour, 6 minutes during off-peak.
- **Ridership:** 2,000 employees transported daily, 69,300 travelers since April 2016.
- **Mileage:** 8,000 miles since April 2016.
- **Demonstrated Cost Savings:** $3 million per year in employee time.
- **Notable firsts:** First non-guidewire autonomous vehicles in regular commercial operation.

Please note: the AV shuttle at EDF is currently suspended through the Summer of 2017 due to road construction and plant maintenance.

Issy-Les-Moulineaux

Issy-les-Moulineaux, a suburb-city of Paris, chose Transdev to run a two-month test on an island in the Seine River in March and April of 2017 with an EasyMile shuttle. The goal was to learn more about the technology and the reaction of citizens regarding the autonomous vehicle.

Key Information:

- **Contract**: One-month demonstration
- **Shuttle OEM & Model:** EasyMile EZ10
- **Ridership:** 2,600

For this project, Transdev solved all of the significant challenges faced in such a configuration from the narrowness of the path's width and the vegetation that could mislead the system to detect obstacles, to the large numbers of pedestrians with children and dogs during the weekend.

The hallmark of this service was the strong level of safety and reliability; there were zero safety-related incidents and zero technical failures inside and outside the autonomous vehicle.

Rouen

Rouen is a very active city in Normandy Region (North of France) along the river Seine striving to be one of the first cities in France to integrate the autonomous vehicles into its public transportation system. To achieve this goal, Rouen chose Transdev to operate a one-month test (mid-December 2016 to mid-January 2017) with an autonomous vehicle shuttle (manufactured by EasyMile) along the quay in a very popular pedestrian path which is also accessible by service vehicles.

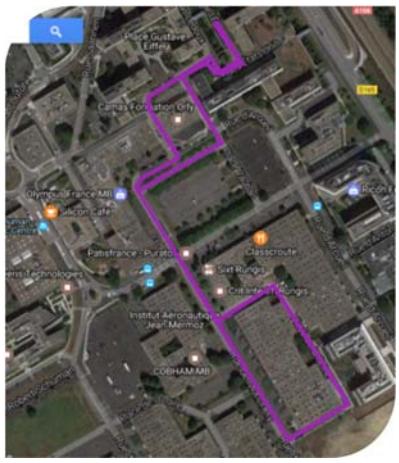
This experiment had several purposes, including determining if the technology worked in a real case scenario and how the people (passengers, walkers, and drivers) would react to such a new type of transportation.

The positive results convinced Rouen to program a second test with a different type of autonomous vehicle (a four-seat car) in a different context (car sharing) for last mile transportation. This project arrived at the same moment that Renault-Nissan, the biggest French car manufacturer, selected Transdev as its key partner to co-develop its personal autonomous vehicle.

By 2018, approximately 5,000 students and 2,500 employees in the Rouen region will benefit from an on-demand public transport service operated by Transdev using three electric and autonomous Renault ZOE cars.

Future AV System Design and Integration Projects

Rungis



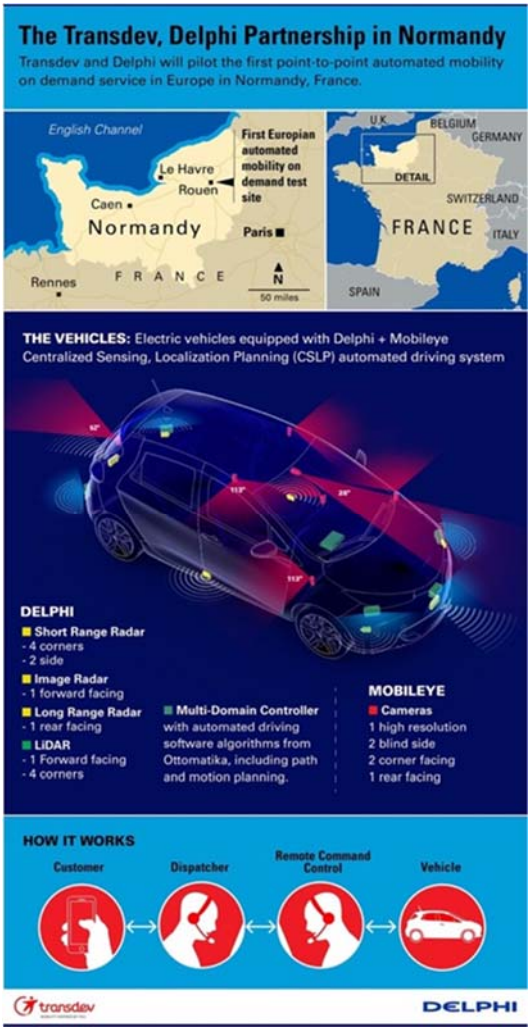
In 2017, the Paris-Orly Airport will start accepting flights coming from the U.S. and China. The real estate company in charge of the office buildings near the airport is anticipating substantial demand.

This company wishes to provide a robust transportation system to its future customers, and Transdev was contacted to operate a fleet of autonomous vehicle shuttles. The project will start in October 2017 with a three-month trial period utilizing two autonomous vehicles operating during lunch hour.

This pilot project is the first step in gathering all the essential information for the full deployment along a mile-long route in typical traffic including delivery trucks, personal cars, taxis, etc.

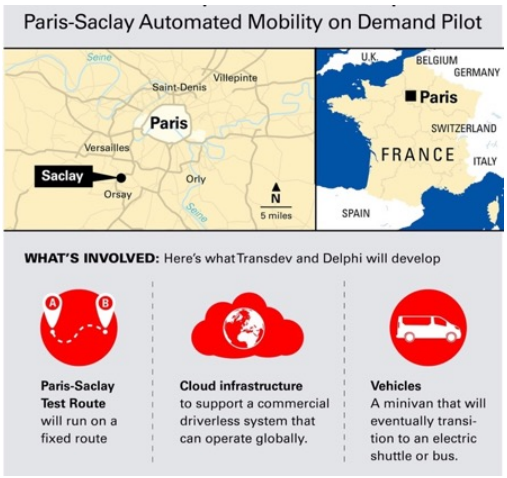
Normandy AV On-Demand Pilot

Transdev has initiated an Autonomous On-Demand Mobility service program in Normandy this year. The collaboration with Delphi will allow the two groups to jointly test a system that including dispatch, remote control-command, and vehicles in addition to testing the sensor architecture and intelligence for driverless last-mile and door-to-door transportation service with the next phase including a commercial service.



Paris-Saclay First/Last Mile Pilot Program

In Paris-Saclay, Transdev and Delphi will collaborate on the development of a first mile, last-mile on-demand solution between a conventional railway station and the Paris-Saclay plateau and campus.



U.S. AV Operations Experience: North American AV "Road Show"

Transdev has been traveling across the U.S. and Canada with EasyMile to provide various cities the chance to experience an autonomous vehicle for the very first time. Since January of 2017, Transdev and EasyMile have made 12 stops in the U.S. and Canada, carrying nearly 10,000 riders.

Each stop has required a custom site assessment and localization of the vehicle system, which has allowed the Transdev and EasyMile teams to better determine new deployment sites.

Below are some of the locations where we have stopped within the past several months:

- Tampa, Florida
- Sarasota, Florida
- Atlanta, Georgia
- New Orleans, Louisiana
- Arlington, Texas
- Los Angeles, California
- Jacksonville, Florida
- Fort Myers, Florida
- Little Rock, Arkansas
- Omaha, Nebraska
- Austin, Texas
- Palm Desert, California
- Montreal, Canada – UITP Conference and Olympic Park

Riders have been gracious in providing their feedback, both positive and negative. This data, along with the relationships that Transdev has built through these demos, has been invaluable in improving our service offering and understanding the most user-friendly operating practices.

We have also used this information to refine our message regarding the benefits driverless shuttles can provide to a community, and are continuing demonstrations throughout the remainder of 2017.

Babcock Ranch

Babcock Ranch is an approximately 17,000-acre planned community in Southwest Florida that was approved as part of a public-private partnership strategy with the State of Florida and Lee/Charlotte county governments. Designed to accommodate 19,500 residences, Babcock Ranch has an engaging downtown, numerous green spaces, lakes, and nature trails. Babcock Ranch will ultimately be home to approximately 50,000 residents.

Babcock Ranch has begun to achieve its energy-conscious objectives with the Florida Power & Light (FPL) Company operating a 75 MW solar farm.

In 2016, Kitson & Partners (the community's developer) launched a project to develop a shared, zero-emissions mobility system for Babcock Ranch. Transdev was chosen as a strategic partner to design, develop, and operate this system.

In late 2017, we will begin operating an AV system to conduct site tours and limited on-demand service for the community. Over the coming years, this system has the potential to expand to dozens of vehicles and multiple modes of shared mobility connected to users through an innovative mobile application and subscription business model.

Our selection by Babcock Ranch also has benefits for our future AV projects. By creating the first commercial AV mobility system, we will bring the "lessons learned" to future projects.

Babcock Ranch also brings an experiential and operational "economy of scale" that is unique in the United States. Dedicated personnel can be assigned to Operator training and vehicle maintenance for the entire State of Florida, guaranteeing the improved quality of service and system reliability.

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Section 3

Support and Program Management

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Section 3 – Support and Program Management

Transdev AV Deployments Team

Director of Product Development Andrew Chatham

Andrew is responsible for building and deploying Transdev's Autonomous Vehicle and Mobility as a Service (MaaS) product categories in North America. He has extensive product development experience within Transdev On-Demand, building web and mobile applications used by 40+ million users to access transportation information and book rides, as well as dispatch systems and driver applications used in over 60 fleets of 5,000+ vehicles total.

Prior to joining Transdev, Andrew worked on innovative real estate development projects for Zappos.com and a Downtown Project funded mobility services company. These projects included utility coordination, design, development on a 46-vehicle (1MW peak capacity) EV charging and fleet operations hub in partnership with Tesla Motors. He also conducted buyer-side due diligence for $3M+ in vehicle purchases with three of the top five global automakers, including the first US import and DOT certification (homologation) of concept electric vehicles.

Andrew is responsible for leading the development of all user and operational technology required for AV systems in the U.S. He will work as an advocate to integrate and deploy the latest AV technology in Gainesville.

Chief Information Officer Neal Hemenover

Neal works as a member of the innovation department in Transdev to identify business issues and find solutions that can transform the transportation business.

In addition to the traditional CIO duties, Neal is in charge of, he has taken on a lead role in Autonomous Vehicle in North America. Neal is responsible for helping drive the North America AV team for executing a roadmap that includes the integration of AV's into the services that Transdev provides. Neal also works closely with the Transdev Global team to execute on the global AV roadmap.

Neal is responsible for maintaining vendor (OEM) relationships and supporting all actively deployed AV systems. He leads our 24-hour helpdesk and will be responsible for fleet control center staffing and operations.

Business Development Manager Sean Quigley

Sean serves as the Product Manager for the Transdev LINK First/Last Mile Solution platform and HART HyperLINK service in Tampa, the first public transit-operated rideshare program in the nation. He also serves as the Chairman of Transdev's Innovation in Transit committee and is an active member of Transdev's Autonomous Vehicle strategy team. Sean is the only U.S. certified EasyMile Operator and deployment setup specialist allowing Transdev to deploy Easy Mile operations without OEM assistance (and expense). Sean has performed setup and operations for live AV demonstrations across the country.

Sean ensures that Operators are properly trained on EZ10 vehicle functionality and provides a layer of corporate-level technical support for the vehicles. He also oversees cross-functionality implementation between AV deployment and the LINK service.

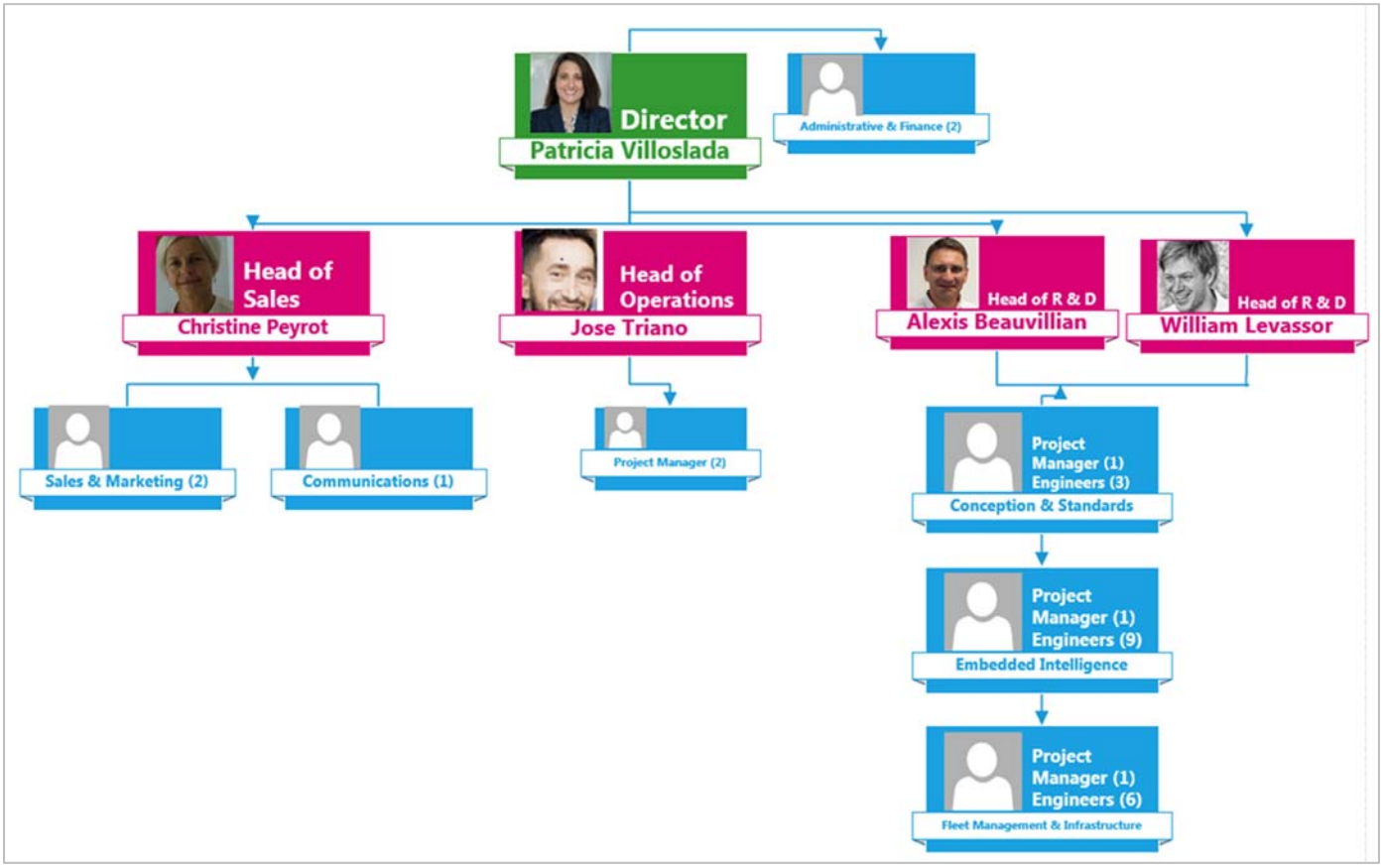
Transdev's Corporate AV Technology Support

Transdev's AV office is headquartered in Versailles, France where a team of over 30 AV specialists, in the areas of Research and Development, Operations, Marketing, and Sales are dedicated to developing and testing AV technology platforms. This team has been built over the past two years to bring needed expertise in the following areas:

- Automotive grade embedded systems
- Vehicle design
- Cybersecurity
- Machine learning and machine vision
- Dispatch and routing technologies

Additionally, this team is heavily involved in coordinating our efforts with OEM partners such as Delphi, Nissan/Renault, and EasyMile – giving Transdev's clients access to the latest AV technology.

Transdev's AV team is led by Director of Autonomous Transport Systems Patricia Villoslada. Patricia has more than 15 years of experience in the car industry field, from thermic and hybrid engines to connected and autonomous vehicles. During her career at PSA, a French car manufacturer, Patricia has served as Research Engineer, Project Manager and Head of Strategy. Patricia is supported in the United States by Jack Chang, Chief Information Officer of our On-Demand technology teams located in Pasadena, CA, and Tempe, AZ.



OEM Partner: EasyMile

For this project, Transdev is partnering with EasyMile, a leading provider of autonomous shuttles and manufacturer of the EZ10. Since 2015, with more than 94 deployments in 17 countries on 4 continents, over 184,000 people have been transported more than 620,000 miles using EasyMile's EZ10. Transdev and EasyMile have built a unique partnership around advancing Autonomous vehicle technology:

- Transdev has worked with Easy Mile on over 15 previous deployments.
- Transdev has the only Easy Mile certified staff capable of vehicle deployment.
- Transdev's development of our AV platform for Dispatch and Control is compatible with the EZ 10 vehicles.
- We have an established working relationship through our roadshow experience as well as assisting Easy Mile with US customs and other deployments such as Arlington, TX.

EasyMile Overview

EasyMile is a startup founded in 2014, combining the tools and best practices of software engineering and robotics to build innovative autonomous navigation solutions. EasyMile's core business areas include: developing driverless software for vehicles operating on open roads; integrating these technologies into different vehicles to address a variety of use cases, and developing methodologies to efficiently and safely deploy fleets of automated vehicles. EasyMile currently has 82 employees, with more than 50% of the staff dedicated to research and development of the driverless software.

EasyMile's Experience

EasyMile's EZ10 has operated in a wide range of environments (university campuses, corporate campuses, city centers, amusement parks, etc.), various traffic conditions (segregated road, mixed traffic with bicycles and pedestrian, and mixed traffic with low-speed cars, etc.). The system architecture has been designed according to industry standards for robotics and machinery. Moreover, the vehicle is being tested continuously to improve safety and reliability.

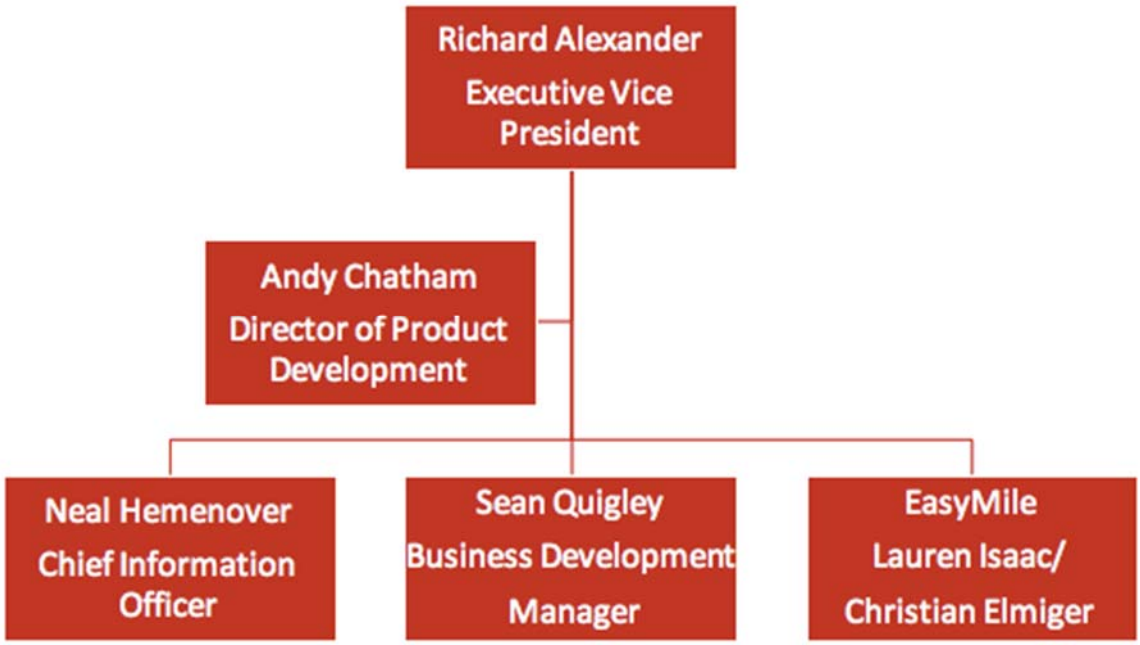
EasyMile Key Personnel

Lauren Isaac is the Director of Business Initiatives at EasyMile. EasyMile provides electric, driverless shuttles that are designed to cover short distances in multi-use environments. Prior to working at EasyMile, Lauren worked at WSP where she was involved in various projects involving advanced technologies that can improve mobility in cities. Lauren created a guide titled "Driving Towards Driverless: A Guide for Government Agencies" regarding how local and regional governments should respond to autonomous vehicles in the short, medium, and long-term. In addition, Lauren maintains the blog, "Driving Towards Driverless", and has presented this topic at more than 50 industry conferences. She was recently involved in a TEDx Talk and has been published in Forbes and the Chicago Tribune among other publications.

Guillaume Drieux is Head of Fields Services at EasyMile, the team in charge of vehicles delivery, maintenance and support, and training activities. Guillaume joined EasyMile in July of 2015 after 9 years as a Project Manager with OKTAL, a company specializing in simulators and virtual reality for transportation, delivering automotive and rail simulators in Europe, Asia, and North America. He previously worked as an R&D Engineer for EADS (2002 - 2006) on the integration of simulation, virtual simulation, and digital factory. Guillaume holds an engineering degree in Mechanical Engineering from INP Grenoble (France), a Masters in Mechanical Engineering from Joseph Fourier University (France) and a Ph.D. in Mechanical Engineering from INP Grenoble.

Christian Elmiger is a Project Manager and Deployment Engineer at EasyMile. Based in Denver, he has eight years of experience in product testing, on-site customer support, and product safety. Prior to working at EasyMile, he was a Microfabrication engineer at Purdue University, a Safety and Compliance Engineer at RFA Engineering, and a Test and Commissioning Engineer at Bombardier Locomotives.

EasyMile/Transdev Project Structure for Gainesville



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Section 4

Connected Vehicle applications

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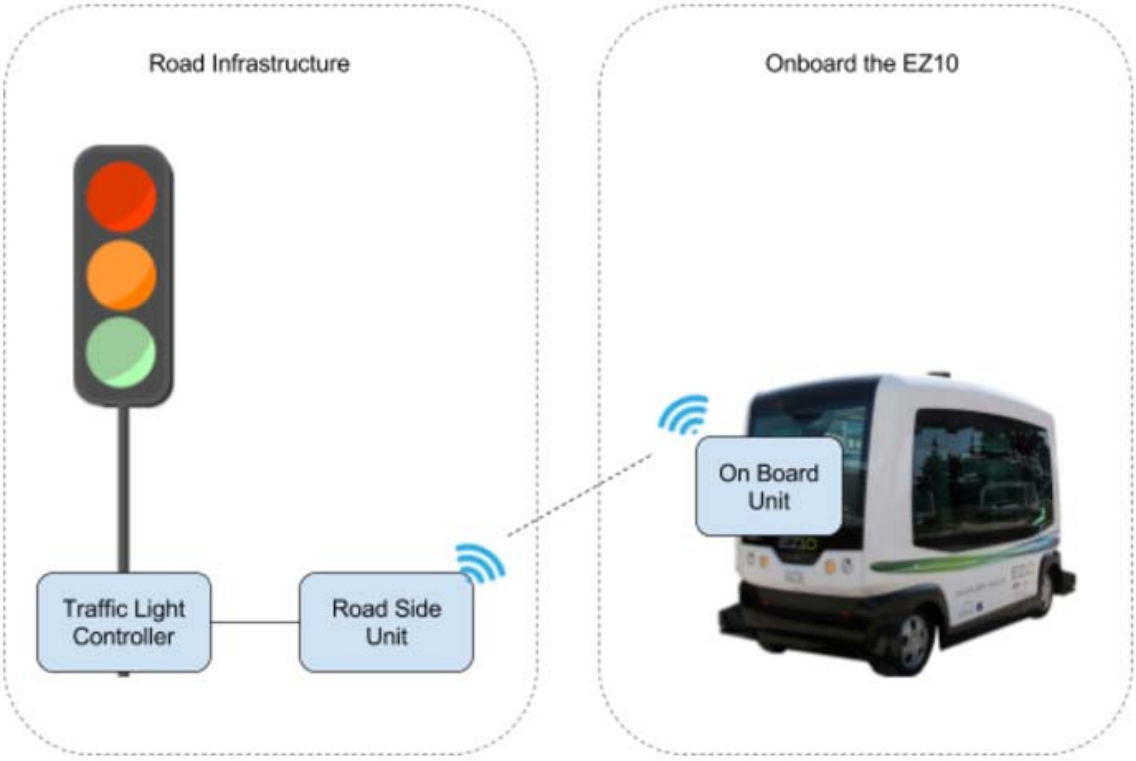
Section 4 - Connected Vehicle Applications

Vehicle to infrastructure (V2I) communication is a key component of Transdev's operating plans and EasyMile technology. As shown in the graphic below, the EZ10 can communicate with traffic signals via a communication network (DSRC, ITS-G5, 3G, 4G, or 5G networks) and with other infrastructure (e.g., railroad crossings) as needed. The ultimate goal is to leverage these technologies in order to introduce more complex traffic situations without human intervention. Transdev and EasyMile understand Gainesville's plans to make additional ITS infrastructure available, and we look forward to working to leveraging these resources to improve the quality and reach of services over time.



Today, the EZ10 can communicate with the traffic signals and, in simplistic terms, can ask for priority when crossing intersections equipped with smart traffic light signals. The EZ10 is also able to listen to smart traffic signals and adapt its behavior according to the information received. The EZ10 can be equipped with an OBU (OnBoard Unit) that can communicate using short range communication technology with traffic light controllers equipped with RSUs (RoadSide Units).

Transdev and EasyMile have relationships with V2I equipment suppliers, such as Cohda Wireless and have successfully integrated their technology on multiple projects.

Signal Phase and Timing (SPaT) and MAP Messages

The EZ10 can be equipped with an OBU to listen to RSUs. The EZ10 can receive and interpret Signal Phase and Timing (SPaT) and MAP messages from RSUs. SPaT messages enable the vehicle to cross intersections safely, receiving details on the traffic light phase.

MAP messages convey information to the shuttle about the shape of the intersection, the number of lanes etc. Today, such information is redundant with the information EasyMile collects during the setup phase, where the vehicle uses its sensors to create a map of the environment prior to operation.

The OBU - RSU communication also enables the EZ10 to send Cooperative Awareness Messages (CAMs) and inform smart traffic light signals about its speed, position, direction, and vehicle size to obtain priority at the intersection.

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Section 5

Work Plan

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Section 5 – Work Plan

Deployment Process

For each deployment, a Site Visit and a Site Assessment need to be performed prior to the deployment. Feasibility of a use case and duration of a deployment is subject to use case complexity and will be decided by the Transdev/EasyMile deployment team in coordination with Gainesville City and RTS staff (as appropriate). Shipping a new shuttle and having NHTSA approval can take 3-4 weeks.

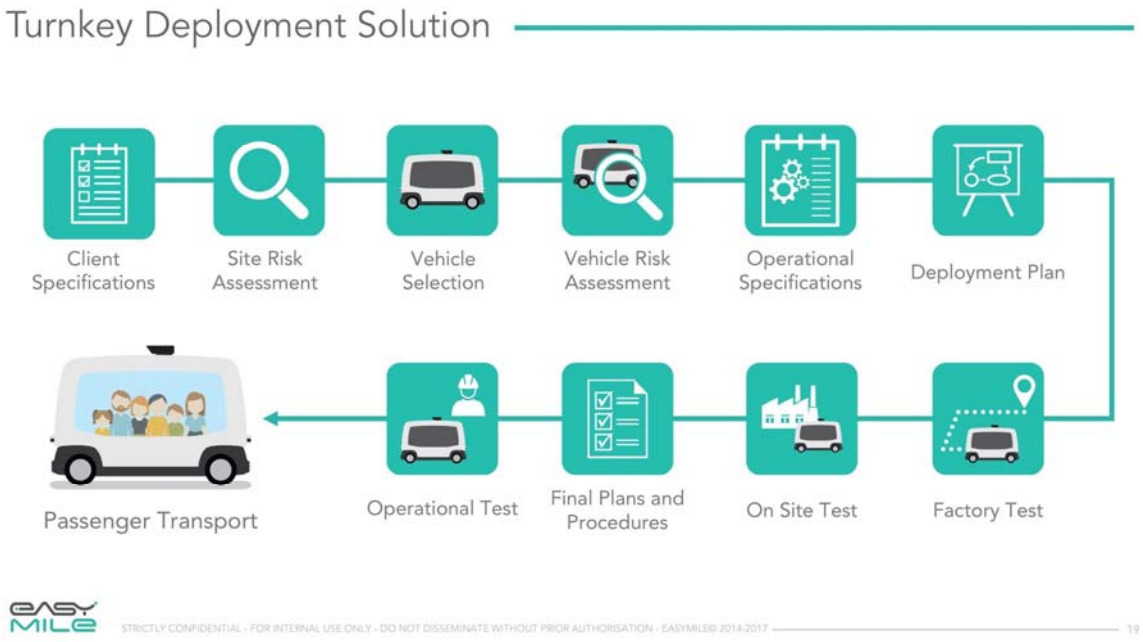
The following schedule presents the key milestones associated with this commitment.

	Completed By:	**Responsible Party**
Vehicle delivery (3 Vehicles)		
Receipt of Order	March 1, 2017	Gainesville/City Commission
Vehicle Arrival On-Site	April 1 2017	Transdev/Gainesville
Deployment schedule		
Site Visit	Fall 2017	EasyMile/Transdev/ Gainesville
Requested site adaptations	May 2018	Gainesville
On-Site Deployment	May 2018 Duration depends on site complexity and will be fixed after site assessment. Deployment requires vehicle delivered on site	Transdev
Operator Training	May-June 2018	EasyMile/Transdev
Operations Started	May 1, 2018	Transdev

Seamless and comprehensive project delivery

Transdev and EasyMile will use a best-in-class 10 stage deployment plan to deliver a seamless project for Gainesville.

The goal of our industry-leading deployment process is to normalize the operation of automated vehicles in a single efficient turnkey environment.



Stage 1 - Finalize the Service Area of Gainesville

Transdev has developed our estimates based on available information and we will revisit this stage if selected to finalize the route to ensure the automated vehicle platform is the right fit for the City's purpose.

Stage 2 - Site Assessment Report

Transdev will validate our assessment of the site the client has in mind. Will the location work? How much is real work integration required? What is the hourly capacity of passengers?

Stage 3 - Finalize Vehicle Configuration

The Gen2 EasyMile shuttle has a number of alternative configurations. With the assistance of our skilled engineering team, we will work with the City to find the optimal configuration.

Stage 4 – On-site risk assessment

Can the vehicle operate safely? We will perform site checks, vehicle checks, and onsite planning meetings as part of the required steps.

Stage 5 - Operation Specification

Transdev will make sure all the required infrastructure is in place to enable a seamless operation, including charging, storage, and maintenance.

Stage 6 - Deployment Plan

Transdev will work with the City to validate how will we deploy the vehicle, who will take the lead, what the route and schedule will be, and how we will launch the City's service.

Stage 7 - Factory Test

EasyMile has a strong industrial partner, Ligier, who operates a dedicated assembly line for the EZ10 vehicle in its main factory in Vichy, France. EasyMile completes a comprehensive check of all vehicles ensuring the vehicle is fit for delivery.

Stage 8 – On-Site Test

The deployment team will complete a fully operational test on the City's site. This will include mapping, a comprehensive site test, and safety chain testing.

Stage 9 - Final Plans and Procedures

The deployment team will walk through the final preparations with Gainesville. We will run through mock tests and we will ensure the operating staff is ready for delivery.

Stage 10 - Operations Deployment

The deployment team will conduct a launch of the City's vehicle in close collaboration with your media relations team to ensure the success of the City's vehicle service.

Since 2015, EasyMile and Transdev's logistics teams have gathered a significant amount of experience for the shipping of vehicles and managing deployments throughout the world.

The typical deployment timeframe is three months from contract execution, allowing customization of the vehicle according to the City's needs.

Training

EasyMile's training team has conducted training modules for hundreds of staff around the world. The curriculum focuses on how to operate and manually drive the EZ10 and how to handle passenger communications.

Ongoing Support: EasyMile's software development team is constantly developing improvements and upgrades for the AV shuttle. All vehicles deployed will receive these upgrades as part of the monthly software license. Additionally, the EasyMile deployment team will be available, as needed, to sure the safe and successful operation of the driverless shuttles.

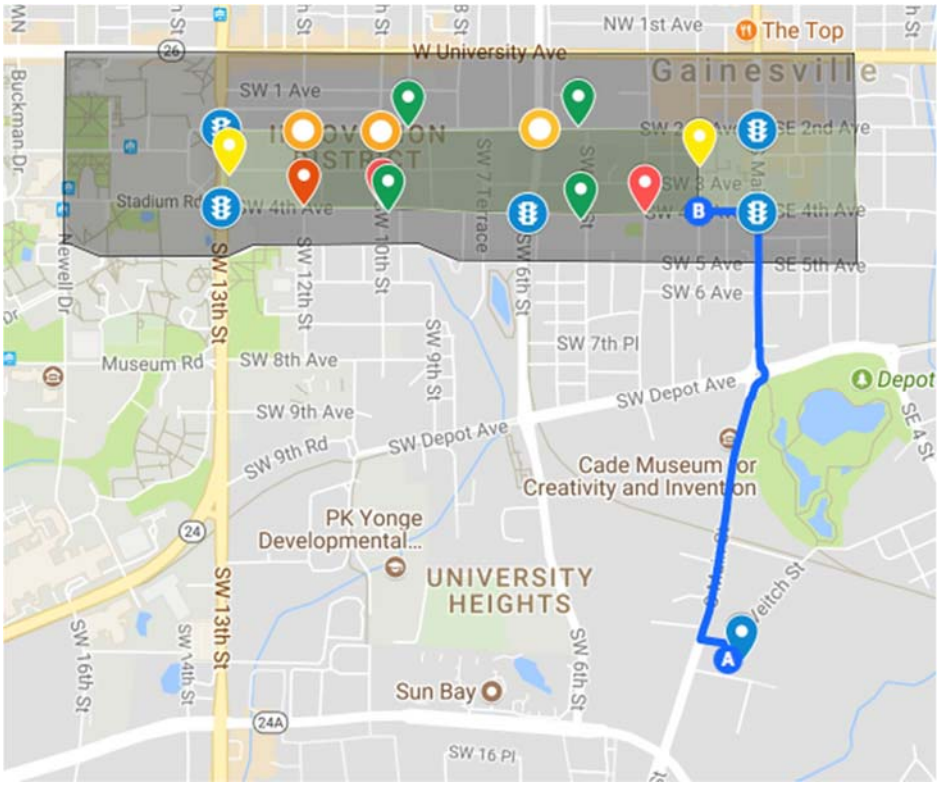
Implementation

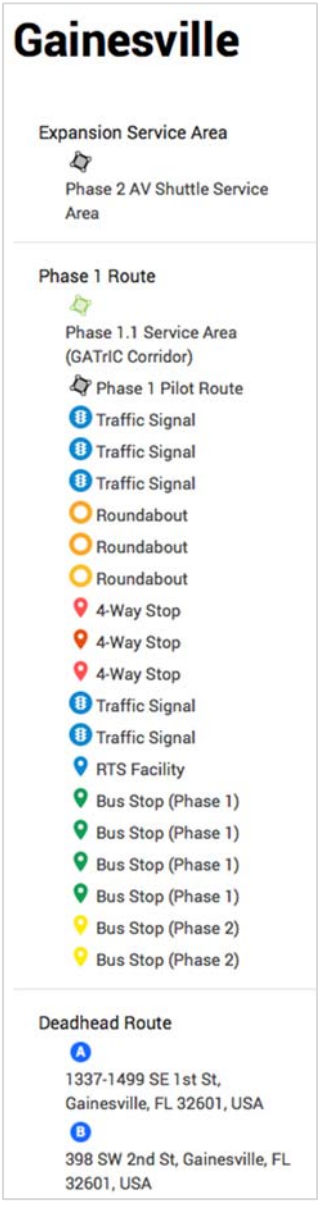
Site Modification: Transdev's experienced deployment specialists have identified potential risks and documented mitigation strategies along the proposed route. There are several options for modifying existing infrastructure to make this pilot effective for

end-users. A proposed solution and corresponding route map is available at the following URL, and has been copied below:

Route Map: https://goo.gl/QAMGNv

This details one possible configuration for meeting the pilot project requirements and Transdev understands alternate configurations will need to be considered in response to budget constraints, testing results, and user preferences.





Based on these findings, the team will work with stakeholders to develop a solution that best addresses all stakeholder needs.

The vehicle is technically capable to operate up to 25mph. EasyMile will work with Gainesville to ensure the vehicle is calibrated to a mutually satisfactory commercial speed during the setup phase. This will be subject to the shape of the road, traffic conditions, width of the lane, and to the approval of local authorities' and the insurance company.

Transdev will also work with Gainesville in partnership to obtain approval with the relevant authorities to operate at the prescribed speed, up to 15 mph.

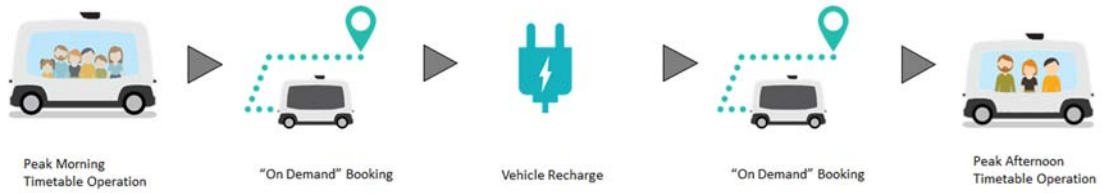
Service Expansion

Transdev has included additional labor and infrastructure in our pricing to allow the service to grow past the initial pilot circuit. Once a baseline of usage has been established we will work with all stakeholders to determine the proper placement of infrastructure and exact routing of the expanded service.

Fleet sizing

As analyzed in Attachment A provided with Gainesville's solicitation, Gainesville expects headways of 10 minutes or less. However, the analysis does not take into account the time spent in stations, as well as highlights that pedestrians, loading-unloading, parked vehicles, roundabouts and other noted traffic elements will cause highly variable travel times. GAToRS travel time analysis suggests three vehicles will enable headways of six to eight minutes. Headways for two vehicles would exceed 10-minute headways most hours of the day. Therefore, Transdev recommends that Gainesville receives three vehicles to keep consistent headways, especially during peak pedestrian periods.

Operation time



8AM-11AM	11AM-2PM	11AM – 2PM (Cycle AVs)	2-4PM	4-6PM

The EZ10 has up to 16 hours of autonomous operation enabling the vehicle to perform for an extended period of time for the Gainesville project. Leveraging our experience, we can confirm the EZ10 can also operate in warmer climate countries, such as Australia, Dubai or Singapore, and colder climate countries, such as Norway, Finland, Sweden, Estonia, Denmark.

With normal vehicle operation and utilizing the air conditioning system at a comfortable temperature, EasyMile estimates the operating battery life of eight hours. Cycling the vehicles out for charging the EZ10 vehicle for one hour each during an off-peak time when two vehicles are enough will comfortably allow for 10 hours of operation per day and be compliant with Gainesville's requirements.

Please note: The running time of the vehicle is capable of up to 16 hours, without any air conditioning, and with a moderate load. Our estimate above takes into consideration “real world” operation.

Day-to-Day Operations

Transdev staff will be in charge operating the vehicles, including dispatch, in-vehicle staffing, and maintenance.

We acknowledge fares will not be collected during the demonstration period.

Storage/Charging

A storage and charging area will be in close proximity to the track.

If the vehicle is to be stored and charged at Gainesville’s facility at 100 SE 10th Avenue, Gainesville FL 32627, Gainesville will need to consider:

- Dedicating a lane for the vehicles to travel to/from the service area
- A truck to bring the vehicles to their route in the morning and back at night (costly/unreliable)
- An option to store/charge the vehicle close to the track, which would allow for the lowest-cost and most efficient operation

Transdev will work with the City and any other applicable stakeholders to determine the best possible solution. We have priced in reasonable options for charging and storage in our bid.

Operating Requirements

As a result of deploying driverless shuttles on over 90 demos and projects, EasyMile has a broad range of experience operating in different roadway environments. EasyMile’s technology, combined with our scalable processes of route evaluation, deployment, and training enables them to handle many complex environments, including roundabouts, pedestrians and cyclists, crossing intersections, and even traversing railroad crossings.

The vehicle is technically capable of operating up to 25 MPH.

Transdev and EasyMile are open to working with any and all stakeholders to modify project plans to achieve goals.

Safe Boarding and Alighting

The vehicle is programmed to stop safely at predefined stop locations. Once stopped, the vehicle opens its doors for passengers to board and alight. Since the vehicle floor is 30cm (12in) above the ground, the vehicle can berth along the sidewalk to ease passenger safe boarding and alighting.

Also, the EZ10 has an automatically deploying wheelchair access ramp allowing people to access the shuttle. At the push of a button, the vehicle will lower to the level of the curbside and deploy this accessible ramp. EasyMile is in the process of modifying the vehicle to adhere to ADA standards.

Safety of Vulnerable Road User Types

The EZ10 has been designed to integrate seamlessly into its operating environment, including maneuvering around other road users in low-speed traffic, including pedestrians, bicyclists, scooters, cars, etc. The vehicle's driverless software has been developed to slow or stop the vehicle depending on how close the other road users are to the vehicle. EasyMile is very proud of its no-accident safety record.

Level 4 Autonomy

According to SAE J3016 and National Highway Traffic Safety Administration (NHTSA) standards, the EZ10 shuttle is a Level 4 automated vehicle. The Operator on board is able to start the automated driving mode, which guarantees the safety of the passengers. The Operator can manually drive the vehicle to the maintenance and storage location.

Third-party operations

Transdev will operate this service, coordinating shipping, site assessment, vehicle deployment, storage (to the extent these tasks are required by Gainesville).

Safety processes

Leveraging their experience with more than 94 deployments, EasyMile created strict processes and training for deployments and operations of their autonomous vehicles. Those processes dictate how EasyMile staff and Transdev's trained Operators work with the vehicles.

An Operator, trained and certified by EasyMile staff, will be onboard during the first stage of the project due to legislation. If requested, EasyMile will work with the Gainesville and local and statutory authorities to remove the Operator from the operation.

The Operator will be trained and certified by EasyMile staff and will be always able to take the control back and drive the vehicle manually.

At all times, the Operator can take the control back and drive the vehicle manually, or stop it. However, to prevent any human error, even in manual mode, the safety chain is enabled to prevent collisions, and the vehicle will automatically stop if an obstacle is detected too close from it. EasyMile trainers strictly forbid Operators to disable this safety feature apart from very specific situations, such as loading the vehicle into a truck.

During the training process, the EasyMile team will ensure that the Operators are “fit for operation” (based on EasyMile’s standards) by requiring them to pass an exam at the end of the training curriculum.

In the day-to-day operations, our autonomous vehicle Operators will operate in a manner aligned with other public transportation Operators and must comply with strict standards related to hiring, training, and fitness for duty.

Risk Analysis

EasyMile uses their unique Site Assessment Report (SAR) methodology to ensure they minimize any and all risks associated with a proposed project. Prior to a project commencement, an SAR is completed by one of Transdev or EasyMile’s experienced deployment engineers who identify and document all potential risks and mitigation strategies along the proposed route. Based on these findings, Transdev/EasyMile will finalize a recommendation report, which summarizes the project requirements and recommendations for the site in terms of:

- Recommended adjustment and signage system for safe cohabitation with all other road users
- Required road size
- Recommended path and trajectories
- Recommended stations and berth definition
- Recommended light infrastructural work, on and around the path (if any)
- Ground marking and signs
- Communication to users and stakeholders
- Commercial speed

The Transdev/EasyMile team will then review the findings with the customer, assess the feasibility of the proposed routes, and ensure that all of these recommendations are appropriately addressed prior to finalizing the vehicle route location and operating assignment.

EZ10 Safety Features

The safety features incorporated in the EZ10 vehicle guarantee the vehicles stay on their pre-defined course, adapt their behavior to their environment, and stop when an obstacle is present on their trajectory.

Several sensors (single layer lidars, multiple layers lidars, IMU, GPS, wheel encoders, 3G/4G modem, OnBoard Unit for V2X communications and cameras) are fused to read the surrounding environment.

Similar to commercial aircraft (Airbus/Boeing), the EZ10 is equipped with multiple layers of redundancy which enables the data validation before being analyzed by the software.

- Should some data be incoherent between different sensors or with former data, the vehicle stops safely, and the supervision center is alerted.
- The vehicle checks its integrity to be able to run.
- Should the system diagnose a hardware or software failure, the vehicle stops, and the supervision is alerted.
- Battery and traction redundancies enable the vehicle to stop safely and the supervision is alerted.

The EZ10 collects, stores, and analyzes data in the following areas to ensure safe operation:

- **Localization:** knowing where the vehicle is with an accuracy of at least two inches.
- **Navigation:** Motion Planning; knowing where the vehicle is headed on a predefined route. Using V2X technology, the vehicle is able to receive information from its environment. Also, the vehicle is able to receive missions from the supervision center.
- **Perception:** Obstacle Detection; knowing what is happening around the vehicle. In order to maximize security, obstacle detection features are divided into two independent subsystems: the anti-collision software and the safety chain.

These modules use various sensors and lidars to detect obstacles on the route of the autonomous vehicle, and slows down or stops the vehicle before a collision. Redundant layers of sensors and control units ensure maximized safety in case of any single component failure.

Localisation Using Data Fusion

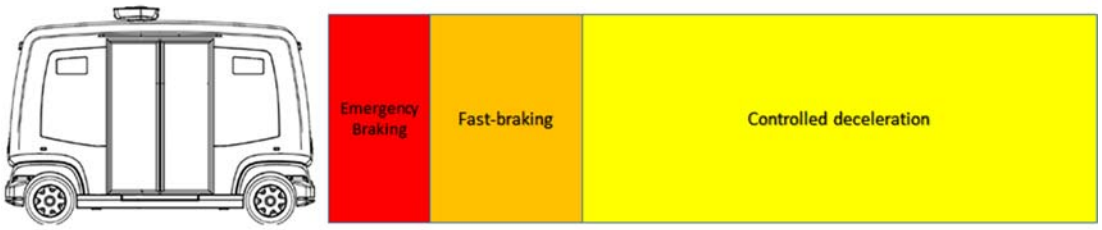
1. Lasers
2. Cameras
3. GPS
4. Odometry
5. IMU

Decision-making Safety Chain

1. Emergency Stop Buttons X3
2. Certified Industrial Grade Safety Control Units
3. Obstacle Detection Lasers
4. Braking Systems & Failsafe Parking Brake

Anti-collision software

- EasyMile's software uses data from the sensors to react according to the obstacle location and distance. Based on complex filtering algorithms, the vehicle braking capabilities and vehicle speed are taking into account to know if the obstacle could be subject to a collision.
- Obstacles on the trajectory that are farther away (up to 130 ft.), the vehicle will respond by slowing down. The vehicle will stop if the obstacle is closer than 6.5 ft. on the front. If an obstacle is detected suddenly at a very close range (where the impact is unavoidable with a soft deceleration), the vehicle will automatically stop, using an emergency brake.

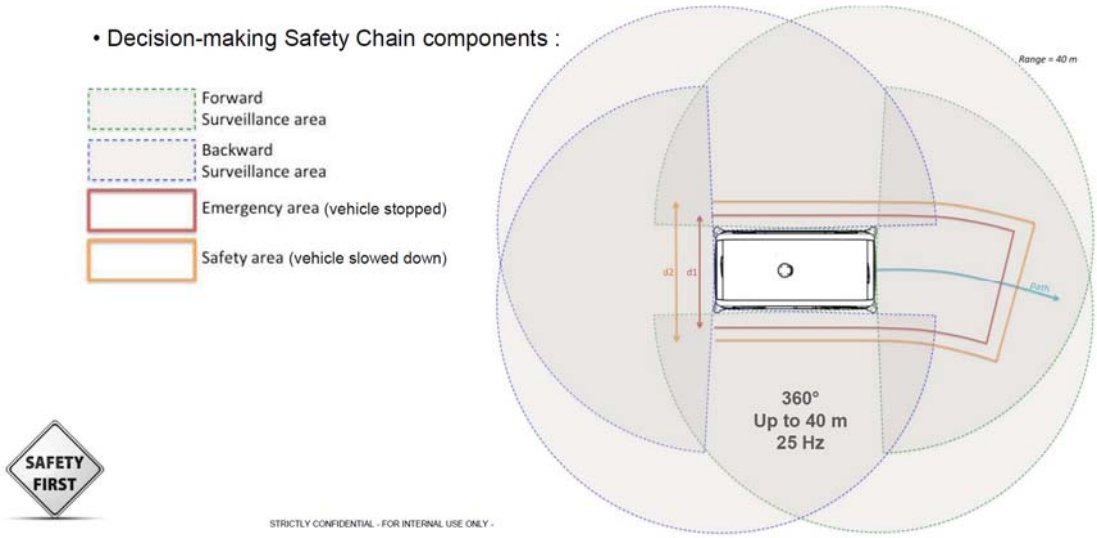


Braking scenarios with obstacles on the front

- Controlled deceleration - When an obstacle is detected on the trajectory, at a reasonable distance from the vehicle (yellow area), the autonomous system can vary the speed reference to smoothly decelerate, using the regenerative braking function.
- Fast Braking - In the eventuality of a sudden apparition of an obstacle in the orange area, deceleration is harder, using the regenerative braking function and electric brakes.
- Emergency Braking - Should an obstacle be suddenly detected very close at the front of the vehicle (red area), an Emergency Braking is immediately triggered using electrical brakes and failsafe brakes.

Safety Chain

- This subsystem uses the 4 lidars around the vehicle, 1 ft. above the ground. Every obstacle will be detected by at least two lasers, according to the drawing here below.



- This subsystem is made of highly reliable components, monitored by a safety Programmable Logic Controller, independent and segregated from the high-level computer. The PLC uses “all-or-nothing” data from the anti-collision lidars to trigger an Emergency Stop when obstacles are detected in the Emergency Area, in red on the drawing here above.
- EasyMile’s unique “Safety Chain Management System” uses the high-level computer to ensure the system is redundant and highly trustworthy in line with commercial airplane standards.

EasyMile completes a comprehensive check of all vehicles at their manufacturing site (the Ligier factory) and their test site (Francazal in Toulouse, France) to ensure the vehicle is fit for delivery.

Safety Accessories

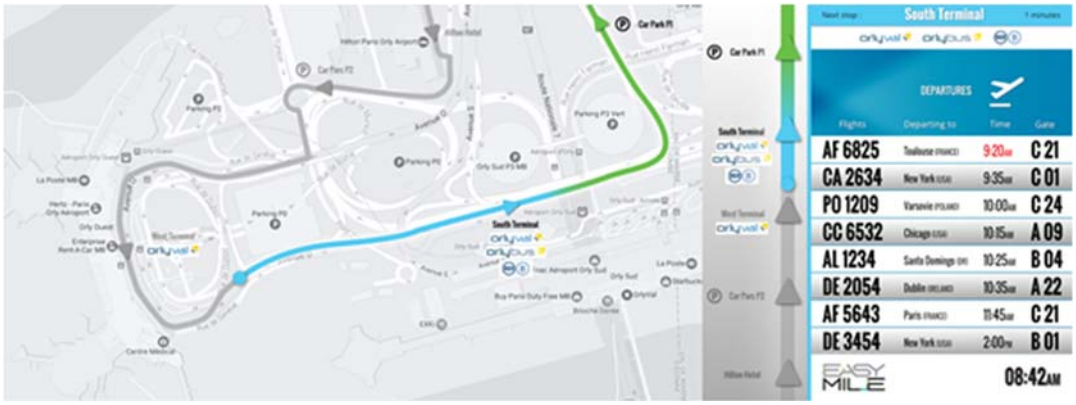
- In line with American vehicle standards, seat belts can be fitted to the EZ10 if required.
- Three safety buttons are in the vehicle. When activated, they trigger an emergency stop. This enables any passenger to trigger the button in case of an emergency, an unexpected obstacle on the road, etc.

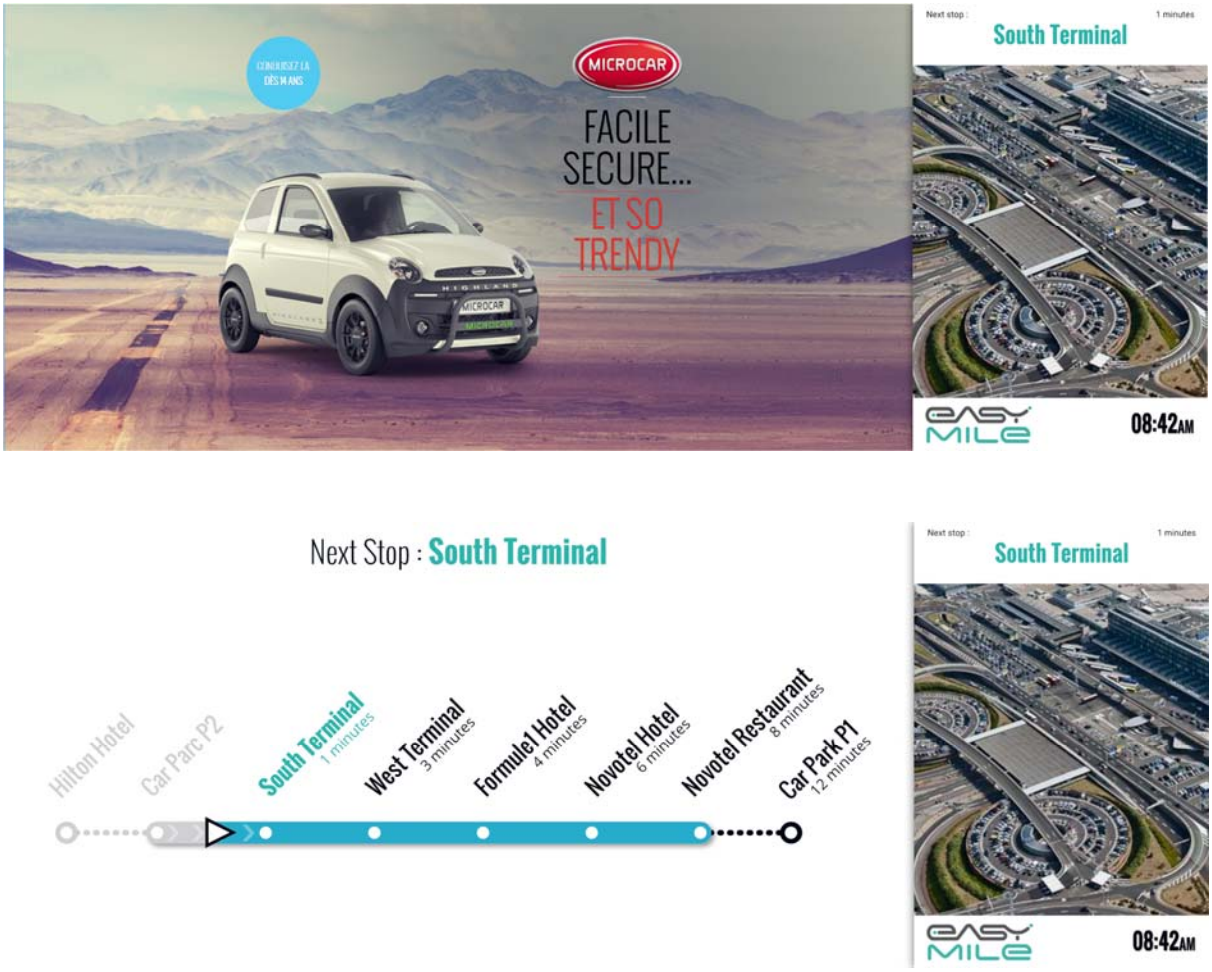
- The EZ10 comes with a fire extinguisher
- The EZ10 comes with a safety hammer to break emergency exit windows

Vehicle and Highly Automated Vehicle (HAV) System Requirements

Transdev's vehicle provider, EasyMile has chosen to partner with a renowned automotive manufacturer, Ligier, for the industrial design and assembly of the EZ10. Ligier, a French automobile maker, is the largest European manufacturer of lightweight vehicles. In 2015, Ligier produced 10,000 electric vehicles (out of 15,000 total). Ligier set up a dedicated assembly line for the EZ10 vehicle in its main factory in Vichy, France. Ligier has been manufacturing one vehicle per week and will be developing up to three per week as of early 2018 to reach up to 200 vehicles manufactured by the end of 2018.

The vehicle has a 29" large screen in the center interior of the vehicle. This screen contains a user interface that can provide information to passengers. It shows the position of the vehicle on its route (see photos below) with audio announcements in English through the vehicle speakers. It is web-page based and can be easily programmed to share other information as well, such as multi-modal information, advertisements, geo-localized content, or other content provided by clients.





Climate Controlled

EasyMile has developed a reversible air conditioning unit which ensures passenger comfort in either hot or cold conditions. The EZ10 vehicles are equipped with a dual air conditioning system rated at 9.2 kW cooling power and are able to maintain the temperature between 65 and 75 degrees Fahrenheit. This system has the ability to cool the vehicle (via a fan and two speeds of air conditioning) or reverse functionality and heat the vehicle in case of cold weather.

Electrical Vehicle

The EZ10 relies entirely on electric batteries, so it has no greenhouse gas emissions. The vehicle can carry up to fourbattery packs for a total capacity up to 30 kWh. The vehicle can last up to 14 hours on one charge and takes less than five hours to charge with EV socket (5.7 kW). The EZ10 can also be charged with a domestic socket (2kW charging power) for deployments in remote areas.

Charging power: 5.7 kW

Plug type: Type 2 - 62196-2

Supported charging mode: Mode 2 & 3

Proposed charging cables:

- 62196-2 (Type 2) Male to Male (Mode 3)
- 62196-2 (Type 2) to J1772 (Type 1)
- 62196-2 (Type 2) to domestic 16A (Mode 2)

EasyMile is in the process of developing an automated charging solution.

Wireless Connectivity

The fleet management system enables driverless vehicles to perform their transport tasks with minimal human intervention. To enable communications between the vehicle and the fleet management system, the EZ10 is equipped with a 3G/4G modem.

Communication being a key element to ensure passenger safety, EasyMile works with many reputable partners such as Nokia and Ericsson, on 4G/LTE private networks, 5G trials, cloud infrastructure and services platform as a host for the vehicle control and value-added services to guarantee the higher availability rate for communications between shuttles and supervision centers.

The EZ10 is equipped with (front and rear) cameras both inside and outside of the vehicle and images can be streamed on demand. 4G connectivity and availability are essential to send videos and data from the vehicle without disrupting safety features.

Cybersecurity

Security and cybersecurity are important topics for both Transdev and EasyMile, and are embedded in every aspect of our operating process, software development practices, and validation protocols. EasyMile's product and software team has set up various security gates to ensure the integrity of the whole system.

- Computer ports inside the vehicle are locked and only Operators can access them.
- The vehicle doors can be locked as well to ensure no one will access the vehicle outside of operation times. EasyMile recommends that Gainesville stores the vehicle in secure facilities, ideally with surveillance.
- EasyMile software team is very security-conscious. The code is continuously tested with tools that check that it is well written and that it does not have any vulnerability to hacking attempts.
- The vehicle computer and the supervision tool necessitate authentication (login/password) to access the data. The fleet management is conceived in such a way that even if hacked, the safety of the vehicle cannot be compromised.

- Mechanisms exist in EasyMile's software to ensure the embedded software is actually the EasyMile's software so an outsider could never set up an unauthorized code.
- The EZ10 has an on-board security chain that stops the shuttle if any disturbance happens on the main computer.
- EasyMile performs "penetration tests" meaning security experts act as hackers to determine any flaws.
- The vehicle path has been programmed internally which then uses GPS in order to track. The vehicle is connected using 3G/4G or Wifi via an encrypted communication (Private Mobile network using APN on local carrier. e.g. no access via public internet).
- The vehicle stops if it deviates from its predefined trajectory and if the software crashes or does not respond as it should. To prevent remote access, the protection relies on encrypted communication with EasyMile servers and authentication with certificates. Advanced password protection policies have been implemented by EasyMile.
- The manual driving controls and the safety loop of the vehicle are separated from the software and cannot be controlled remotely. If the vehicle deviates from the trajectory, it could only be for a very short distance. It would automatically stop if an obstacle is detected.
- The Operators' daily test runs that occur at the commencement of every service day are an additional stopgap to ensure no corruption or change to the route or trajectory files occurred.

FMVSS/US DOT 15-point Safety Assessment

The vehicles will be imported into the United States for testing purposes and are exempted from FMVSS Compliance. The EZ10s fall in the section of "nonconforming vehicles temporarily imported for purposes of research, investigations, demonstrations or training, or competitive racing events which are typical of those identified for vehicles that employ novel technologies that are imported for testing purposes that could eventually involve operation on public roads or use by the general public." EasyMile has successfully imported six vehicles in the United States via this method.

EasyMile has been actively engaging with NHTSA and is currently evaluating compliance with FMVSS point-by-point.

Based on recent discussions with NHTSA, the federal government is still evaluating feedback on their AV Policy and will likely be issuing revised guidance in the next year. They have explicitly told EasyMile not to submit a response to the 15-Point Safety Assessment as it may change. I

n order to comply with the RFP requirements, we have provided the following regarding how we comply with all aspects of the checklist.

NHTSA 15-Points	EasyMile Response
1. Data Recording and Sharing	EasyMile has a documented process for testing, validation, and collection of event, incident, and crash data, including a black box that records 30 seconds before and 15 seconds after an event. Data is stored in the fleet management system to establish the cause of any issues. Data is also collected daily via the Operators.
2. Privacy	EasyMile does not collect any personally-identifiable information.
3. System Safety	The EZ10 software development followed a robust design and validation process based on a systems-engineering approach. Preliminary Hazard & Risks Analysis is based on ISO26262, FMEA, and Fault Tree analysis. Moreover, the deployment process', including a site assessment that occurs before the vehicle is on-site, is founded on safety. The EZ10 has never had an accident.
4. Vehicle Cyber-Security	EasyMile software code is regularly evaluated for hacking attempts; the fleet management software was conceived in such a way that, even if hacked, the safety of the vehicle is not compromised. Section "1.6 Cybersecurity" for additional details.
5. Human Machine Interface	The EZ10 has a user interface that provides information to passengers, including the position of the vehicle on its route - with audio announcements through the vehicle speakers. It can be programmed to share other information as well, such as multi-modal information, advertisements, geo-localized content, or other content provided by our customers.
6. Crashworthiness	The EZ10 has been designed based on similar standards as traditional buses and other vehicles. The vehicle's crashworthiness has not yet been tested.
7. Consumer Education and Training	EasyMile has established detailed training curriculums. Passengers can be educated via the EZ10 Operators or information provided within the vehicle.
8. Registration and Certification	EasyMile provides vehicle-specific information to NHTSA (and state and local agencies, as needed) with annual updates. Additionally, the EZ10 hardware components are certified at the industrial level (Motor controllers, Programmable Logic Controller (PLC), etc.).

NHTSA 15-Points	EasyMile Response
9. Post-Crash Behavior	EasyMile has documented processes regarding how Operators should respond in the event of an accident.
10. Federal, State, and Local Laws	EasyMile regularly communicates with federal, state, and local governments at all project sites to ensure compliance with all regulations. The site assessment, outlining the vehicle's operational plan, ensures all stakeholders understand the vehicle's pre-defined trajectory and speed.
11. Ethical Considerations	The EZ10 vehicle trajectory and speed are pre-programmed and the vehicle is programmed to slow down or stop depending on the risk an obstacle presents. The vehicle does not make ethical decisions.
12. Operational Design Domains	Operational conditions are evaluated during EasyMile's site assessment and the operations plan (including speed and route) and any risks and mitigation strategies are all documented in our Site Assessment Report. See Section "1.4 Safety of vulnerable road user types" for additional details.
13. Object and Event Detection and Response	The EZ10 uses lidar for obstacle detection. It ensures the maximum level of safety by slowing down and/or stopping when obstacles are detected too close to the vehicle. Should obstacles appear too fast and too close to the vehicle, an emergency stop is automatically and instantly triggered via EasyMile's safety chain. See Section "1.4 Safety of vulnerable road user types" for additional details.
14. Fall Back	If any aspect of the vehicle or software is not functioning appropriately, the vehicle will make an emergency stop. It can only be re-started in manual mode with a very specific re-arming procedure.
15. Validation Methods	EasyMile has developed tests and validation approaches for all aspects of the software development. The validation methods rely on a unique combination of Agile and System Management Engineering methods for both software and physical tests. Moreover, the vehicle is currently being tested at various locations around the world, including GoMentum Station in Concord, California.

NHTSA Exemption

In order to operate on public roadways, the EZ10 requires an exemption from complying with the Federal Motor Vehicle Safety Standards. EasyMile has established a strong relationship with NHTSA and has already successfully applied for multiple exemptions in order to operate on private roadways. While NHTSA has not yet established an approvals process for public roadways, they are aware of the need to do so. EasyMile will require Gainesville's support in order to facilitate this process with the federal government.

Display

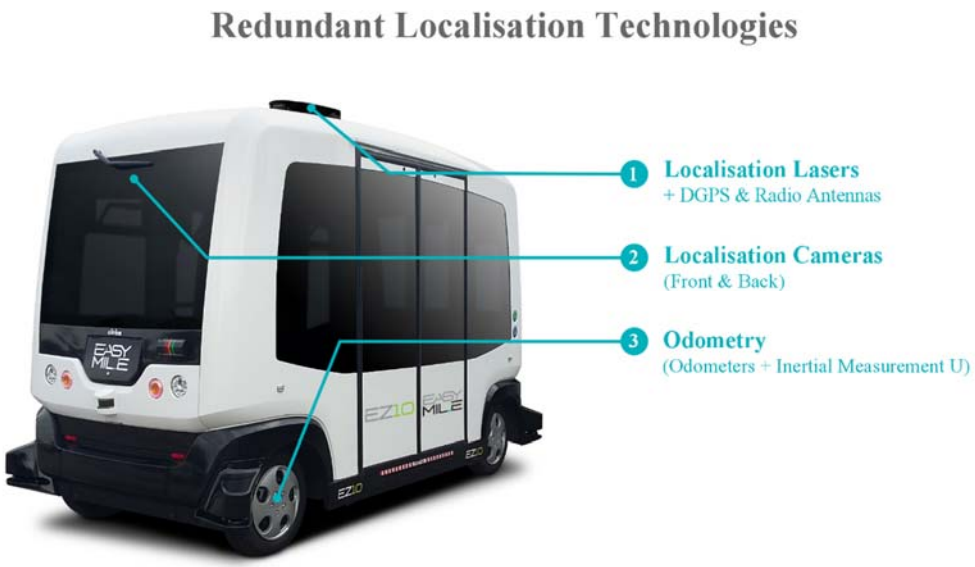
Please refer to Section 1.2 Visual and Audio announcements

Vehicle Description

In August of 2017, EasyMile released the second generation of its EZ10 vehicle. This vehicle has been re-designed with significant upgrades based on the company's experience from the past three years of project deployments and operations. Examples of upgrades include new batteries with longer life, industrialized bus doors, enhanced air conditioning, new interior design, new user interface etc. Moreover, EasyMile provides software upgrades to its vehicles on an on-going basis to ensure that all vehicles are leveraging the state-of-the-art developments in driverless technology.

(1) Navigation

The driverless software has been designed to know the exact location of the vehicle, within centimeters, at all times. The software merges the following five types of data together to have this precision:



- Laser localization within a "reference map"
- DGPS localization (differential GPS)
- Inertial navigation unit estimation
- Odometer estimation

The navigation function oversees the vehicle's motor controls to ensure that it travels in the appropriate direction. The software is able to continuously self-correct based on localization data mapped against the pre-defined route.

Obstacle Detection

EasyMile's approach to obstacle detection is described in Section "(d) Safety of vulnerable road user types".

EasyMiles's software and product development teams are constantly developing improvements and upgrades for the EZ10, especially regarding the obstacle detection. All EZ10s that are deployed can receive upgrades. A dedicated collaborative team oversees software, hardware, and deployment and manages the future functional releases within the EZ10 platform.

Chassis and Drive

The EZ10 has the following characteristics:

- 12 passengers: 6 seated/6 standing - Innovative wooden bus seat
- Chassis & frame: aluminum & steel
- Automated full frame double door with key locking system, Sensitive edges and internal/external emergency unlock system. The system has validated over 1 million cycles.
- Max. Load capacity: 2 205 lbs (12 people + light luggage)
- Load space: 3.3 x 3.3 ft = 10.7 sq ft
- Dimension:
  - Wheelbase = 9.2 ft
  - Length = 13.2 ft
  - Width = 6.5 ft
  - Height = 9.2 ft.
  - Curb Weight = 4 475 lbs
  - Gross Vehicle Weight = 6 680 lbs
- Dimension: Length x Width x Height = 19.33 x 65.55 x 94.23 ft
- Minimum turning radius: 16.4 ft (Measured in the middle plane of the vehicle) - 19.7 ft (Measured wheel to wheel, external)
- Traction: Independent asynchronous motors
- Power: 2 X 8 kW nominal
- Transmission: 4 wheel drive
- Direction: 4 steering wheels (electrical actuators)

- Braking system: Redundant electrical, hydraulic brakes, Electrical callipers (one per wheel), Fail-safe brake

Service Modes and Dispatch System

Human Dispatchers (and on-vehicle Operators at launch) will function as the human security layer for the system, monitoring and validating requests and handling any issues arising during the course of operations.

The AV dispatch system is capable of dynamically configuring the shuttle system to run according to the following patterns, depending on the available E-Hailing systems in place:

- **Bus or "Elevator" mode** – the AV operates like a bus covering predefined routes and stops by request only for boarding or alighting riders.
- **On-Demand mode** – service is requested by passengers using an e-hailing device.

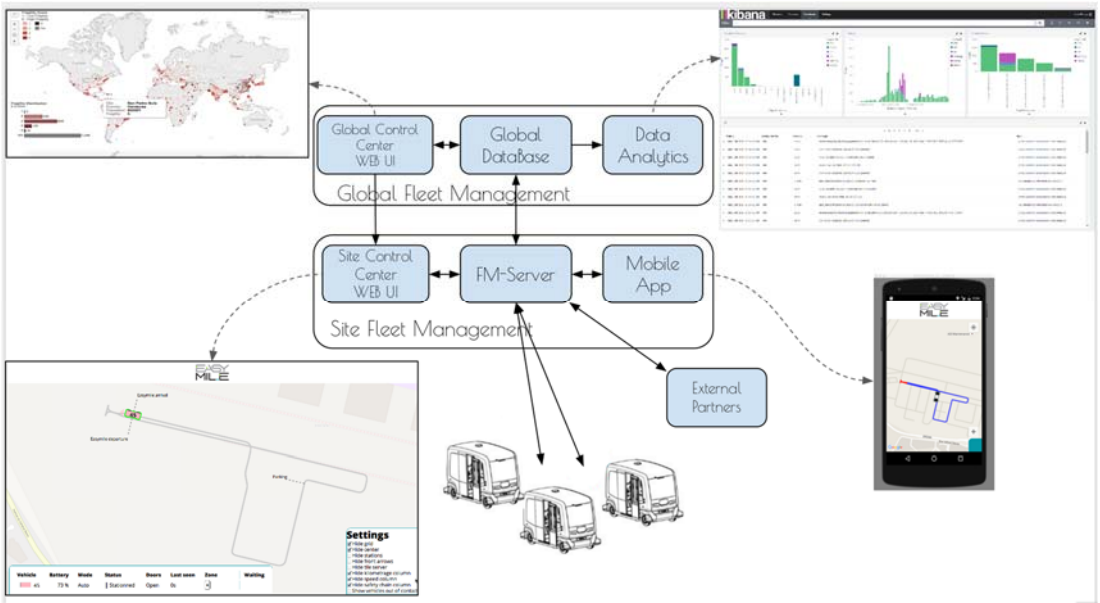
Depending on demand, system expansion schedule, project phase, and user feedback the system can transition seamlessly from one mode to another. Transdev will work with stakeholders to interpret usage data to determine the correct modes of operation for any proposed modifications to service. Additional vehicle hailing technologies may be incorporated as well.

Example of a on-demand service to be operating during off-peak hours

Example of a scheduled service to be operating during peak hours

Archived and Real-Time Datasets From Vehicle and Dispatch System

The fleet management system aims to enable driverless vehicles to perform their transport tasks with minimal human intervention. It enables data sharing and reporting based on the shuttles' usage and makes available various information in real time.



Through the fleet management tool, Gainesville will be able to access the following real-time data:

- Vehicle Position, Speed, Direction
- Vehicle Status (Manual/Autonomous)
- Door Status (Open/Close), Ramp status
- Safety Chain Status (On/Off)
- Battery Level, Temperature, Low Battery Alert
- Emergency Stops
- Obstacle Detection
- Vehicle Loaded Weight
- Vehicle Systems Integrity

Moreover, the black box is a module recording the sensors rough data exchanged between the hardware and software subparts of the vehicle. Should a critical event happen, all of the data is saved to a file allowing for a comprehensive understanding of the cause of the event.

Additionally, among other tasks, Operators are taught to make activity reports at the end of each session to summarize the session. They have to include and explain any incidents, emergency stops, near misses, when they take the control back, public complaints or any other unusual event. This information is available for analysis.

E-Hailing Infrastructure

Users will need a quick and frictionless system for requesting a pickup at specific locations.

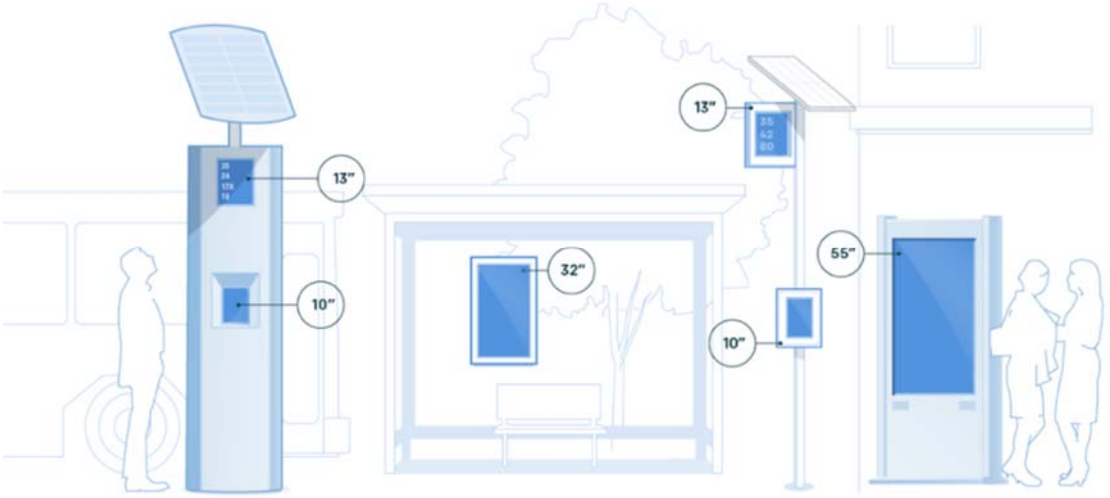
Relying solely on a mobile app download and registration will likely deter most people from trying the service in the first place, so to get around this problem, and improve service accessibility and efficiency we are alternate E-Hailing solutions:

Kiosks

Transdev has experience working with several kiosk vendors through our Valley Metro (RPTA) in Phoenix Valley Metro and New Orleans Regional Transit Authority operations.

Depending on cost sensitivity, we would propose installing one large kiosk at the most frequently trafficked stop, so users can request information (and a shuttle) upon using the service for the first time. This can also serve as an information hub for the system, explaining how the system works, and how to use it on future trips.

Various sample options for these displays are shown below:

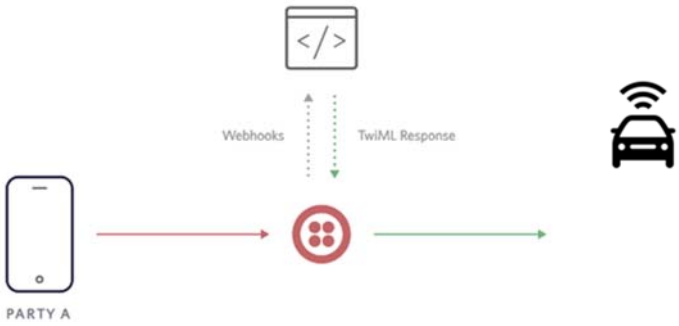


"Go Buttons"

To request a ride remotely from a "remote stop", Transdev is proposing a system of distributed "Go Buttons" that are low-cost (under $500-unit including installation), low power, and easily deployed. Users can simply press a button to request a shuttle and they will receive visual confirmation via red/green lights that their shuttle is approaching.

These systems can be installed on existing "Blue Light" phone devices present on many college campuses

A complementary alternative would be to create a phone number that users could text to indicate they would like to summon a shuttle to a given parking space. Transdev has experience with similar solutions through our existing bus contracts.



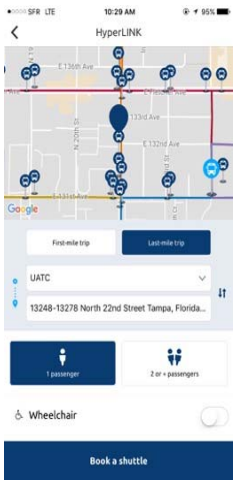
Transdev is committed to working with all stakeholders and user groups to make sure the best E-Hailing solutions possible are available for this project and updated over time.

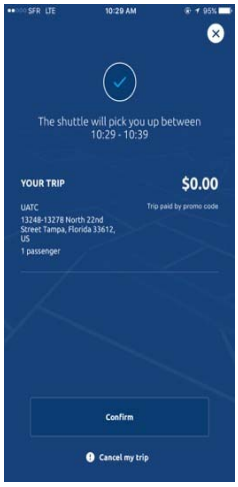
User-Facing Technology: Mobile Application

To encourage repeat ridership, Transdev does recommend (and has included in pricing) the development of a mobile application for this project.

The Fleet and Dispatch Management system is linked to a dedicated Mobile application for the end user. The User Interface can be customizable in any language with specific colors and logos to match the client need.

Above: Existing consumer AV application being tested in France pilot projects





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Section 6

Price

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Section 6 – Price

Price Proposal for Start-Up Costs

Startup costs:

Unit Cost: $276,024

Extended Cost: $276,024

Price Proposal for 36 Months

Monthly Service

Unit Cost: $133,889

Extended Cost: $4,820,006

Price Proposal to Provide Storage and Charging Facility

Facility Costs				
Facility	**Startup**	**Year 1**	**Year 2**	**Year 3**
Lease Cost	$36,000	$36,000	$36,000	$36,000
Improvements	$5,500	$0	$0	$0
Utilities	$1,000	$6,000	$6,000	$6,000
TOTAL	**$42,500**	**$42,000**	**$42,000**	**$42,000**

Facilities and charging to be exercised as an option at $168,500.

Cost Proposal For Any Road Improvements On Proposed Route

Road improvements to be provided at an upfront cost of $75,000.

Infrastructure for route expansion over 3 years to be provided at an additional cost of $230,500.

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Section 7

Innovative Pricing

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Section 7 – Innovative Pricing

Transdev has led the way in partnering with leading automotive companies (Nissan/Renault and Delphi) to design and integrate advanced AV systems into new and existing projects with cities, transit agencies, and private companies.

We would be interested to discuss opportunities for integrating these advanced systems into our Gainesville-based operation or build a multi-stakeholder research project partnership in collaboration with the I-STREET initiative.

Gainesville Community Partnerships Branding

Transdev has significant experience in defraying project risk and increasing overall adoption of innovative projects by bringing on partner organizations in the following areas:

Brand and Marketing Partnerships

- Wrapping vehicles with corporate and community sponsor logos.
- Displaying location-based and timely advertising on screen within the vehicle and in the mobile application (if desired by client).

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Section 8

Exceptions

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Section 8 – Exceptions

At this time, Transdev does not have any exceptions to the RFP.

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Section 9

Promotional Literature

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Section 9 - Promotional Literature

Transdev: A Global Leader in Mobility and Autonomous Operations

Transdev designs, deploys, and operates mobility solutions combining all modes of transportation and including services which make passengers' daily lives easier. We make mobility a lever for the quality of life and regional development.

13 transportation modes, 43,000 vehicles in operation, 83,000 employees mobilized.

Transdev stands at the forefront of the autonomous vehicle revolution as we merge decades of expertise managing and operating integrated public transportation systems with an entrepreneurial and innovative spirit.

Our goal is to help clients launch autonomous mobility solutions that blend seamlessly with existing networks to expand the scope of public transit and to better serve airports, universities, corporate campuses, and planned communities.

We have helped customers expand their mobility ecosystems, keeping our focus on what matters — moving passengers seamlessly across multiple modes. We help our clients transform cities and communities.

The Future of Mobility Will Be PACE: Personalized, Autonomous, Connected and Electric

Transdev is developing new mobility solutions and innovations based on expertise accumulated during decades of operating multiple forms of public transit across the world. Our vision and strategy for the future are based on our belief that new modes for passengers and emerging technologies will combine to make mobility more Personalized, Autonomous, Connected and Electric.

The Future Will Be Personalized

Modes, journeys, and information will be tailored to match individual users and their needs. Passengers expect all the information he or she needs in real time, customized for the unique context he/she is in. Expectations will only increase. Transit authorities' efforts to improve passenger information and the trip experience will need to be constant and implementation immediate.

We strive to offer our customers innovative new transportation solutions that are ever more effective and personalized. Our business is to offer shared mobility solutions, but there are many types of sharing: sharing a journey or a vehicle, on a fixed line or an on-demand trip, from door-to-door or from bus-stop to bus-stop, to name a few. We innovate to provide shared mobility solutions, we adapt them to many different contexts, and have pilots in multiple locations:

- **Link in the U.S.** – An on-demand, first/last mile solution.
- **ChronoPro in France** - A solution for areas with low density that are poorly covered by standard bus routes.
- **Triplinx in Toronto** - A sophisticated predictive trip planner that combines all modes—transit, walking, cycling and driving, and enables customization, preference setting, real-time information and more.

The Future Will Be Autonomous

Driverless options will increase and will be integrated into public transportation, with shared ride shuttles of all types. There will finally be viable on-demand solutions to the first/last mile dilemma. AVs will usher in a new era of safety while expanding mobility options for many members of a community. Shared vehicles must account for a greater modal share than single-occupant vehicles or congestion will only increase.

Transdev won the first commercial contract for autonomous shuttles in France at EDF's campus in Civaux and we have launched multiple pilots in France (in the Paris Region and Rouen), and also in Australia and the U.S.

Transdev signed a strategic partnership with the Renault-Nissan Alliance to accelerate development and experimentation in on-demand, autonomous mobility services, with two experimental areas in France (Saclay, and Rouen) by the end of the year. In the latter case, Transdev will be starting an on-demand service on the open road, with three Zoé Renault vehicles. This is a "last-mile" service, complementing public transit. Soon, pilots like these will lead to the much wider availability of driverless shuttles across urban and suburban landscapes.

The Future Will Be Connected

The concept of "Mobility as a Service" (MaaS) has emerged as an innovative and integrated way to approach transportation in a region. The customer can pay a monthly fee and have access to all the modes and options available and can pay on a common platform. Over time, billions of bytes of data will lead to predictive and intelligent mobility services that anticipate the needs of a rider.

We are engaged in a pilot of MaaS in Helsinki, Finland and in the U.K. The service is called “Whim” and it launched in 2016.

This new paradigm of mobility will connect people and offer passengers a mix of new mobility options for navigating their cities. Key pieces of this new mobility ecosystem are being developed in pilot programs around the world. The groundwork is being laid for a new mobility infrastructure. For example, we have launched apps, first mile/last mile solution tests, predictive trip planners, and on-demand circulators in dozens of contracts. We are implementing the tools to deliver personalized, real-time passenger information and updates throughout passenger journeys in many of our contracts.

The Future Will Be Electric

Zero-emission mobility is the only path forward that minimizes public transit’s environmental impact while accommodating the growing demand for transit around the world.

Orchestrating the transition to zero-emission 100% mobility is an opportunity for us. By the end of 2017, we will be operating 400 fully electric buses, which is about 10 percent of all of the electric buses in the world outside of China. We also recently won two major contracts in the Netherlands, along with Antelope Valley, California, where we will implement large fully electric fleets in phases over the next several years in the Netherlands and in Antelope Valley, CA. In Quebec, we have three electric school buses running since December 2016.

EasyMile’s Background

EasyMile’s Vision

If we review the cities from above, we observe congested, noisy, polluted and stressful cities. Urban residents spend hours stuck in traffic trying to reach their destinations.

In cities around the world, the door-to-door journey remains one of the biggest challenges and too many people choose to use their own cars to travel. As more people move to cities and their density increases, public transit is becoming more important than ever. The first and last mile; however, remains one of the most significant barriers to adoption.

EasyMile is an advanced technology company which has fulfilled the vision of introducing a new mobility solution to cities around the world. We achieve this goal by transforming our cities from believing single occupancy vehicles, diesel engines, and traffic jams are the norm to understanding increasing vehicle occupancy, electric vehicles, and improved mobility are more advantageous.

To meet this challenge, EasyMile developed the EZ10, a 100% electrical shared driverless shuttle. The EZ10 provides many offerings, including complementing existing public transportation systems by providing people with the missing first/last mile mobility link. It can also serve campuses, universities, entertainment complexes, elderly homes, and many more locations. We feel EasyMile is in a unique position to deliver a seamlessly integrated solution by using our deep understanding of vehicle automation in combination with our next generation vehicle.

EasyMile's Organization

Founded in 2014, EasyMile uses its extensive global expertise to combine the best technology, software engineering, and robotics to build an innovative autonomous navigation Eco System.

EasyMile currently has 90 employees, with more than 50% of the staff dedicated to research and development of the driverless software.

Working with many trusted partners, EasyMile's core business areas include:

- Developing driverless software for vehicles operating on open roads.
- Integrating these technologies into different vehicles to address a variety of uses.
- Developing methodologies to efficiently and safely deploy fleets of automated vehicles.

EasyMile was privately funded by Gilbert Gagnaire, Chief Executive Officer, and the Ligier Family.

In January 2017, Alstom, a world leader in integrated railway systems, invested €14M in EasyMile. As a promoter of sustainable mobility, Alstom develops and markets systems, equipment, and services for the railway sector. Alstom manages the widest range of solutions in the market – from high-speed trains to metros and tramways to customized services (maintenance, modernization) and infrastructure and signaling solutions. Alstom is a world leader in integrated railway systems. It recorded sales of €6.9 billion and had €10.6 billion of orders in the 2015/2016 fiscal year. Headquartered in France, Alstom is present in over 60 countries and employs 31,000 people today.

In July 2017, the technology company Continental was pleased to acquire a minority share participation in EasyMile, to cooperate closely in the fields of environmental sensors, braking systems and driving safety technologies.

Continental develops pioneering technologies and services for sustainable and connected mobility of people and their goods. Founded in 1871, the technology company offers safe, efficient, intelligent and affordable solutions for vehicles, machines, traffic, and transport. In 2016, Continental generated sales of €40.5 billion and currently employs more than 227,000 people in 56 countries.

Ligier, a French automobile maker, is the largest European manufacturer of lightweight vehicles and is EasyMile's vehicle manufacturer for the European market. In 2015, Ligier produced 10,000 electric vehicles (out of 15,000 total) and generated 92 million euros in revenue. Ligier set up a dedicated assembly line for the EZ10 vehicle in its main factory in Vichy, France. To date, Ligier has manufactured 50 EZ10 vehicles and will be developing up to 3 per week as of early 2018.

EasyMile's Experience

Since 2015, with more than 90 deployments in 19 countries on 4 continents, over 190,000 people have been transported more than 100,000 miles, in various environments (City Centers, University Campuses, Corporate Campuses, Amusement Parks, etc.), various traffic conditions (segregated road, mixed traffic with bicycles and pedestrian, mixed traffic with low-speed cars, etc.) and various weather conditions (warmer climate countries, snow, rain, etc.) using EasyMile's EZ10.

Due to our approach to safety, we have not had any accidents. We attribute this success to our technology development and testing protocols and our established deployment process.

The system architecture has been designed according to industry standards for robotics and machinery. The vehicle is tested continuously to improve safety and reliability.

The following projects have been deployed in similar conditions:

EZ10 Vehicle in Helsinki, Finland

Please find a link below to a video of the EZ10 operating in Finland in mixed traffic conditions:

https://drive.google.com/open?id=0B6v_ACfV3AL7Ni1ibDdjN3oxd0E

EZ10 Vehicle in Stokes Hill Wharf at Darwin Waterfront (Australia)

Please find a link below for a video of the EZ10 operating by night in Darwin, Australia in mixed traffic conditions:

https://drive.google.com/open?id=0B6n0GuFdNUJeR3F5eWpMd0I3Zkk

Please refer to the Appendix for additional promotional material.

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Appendix

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Appendix

- AV Brochure
- Addendum 1, Addendum 2, and Addendum 3
- Insurance Information

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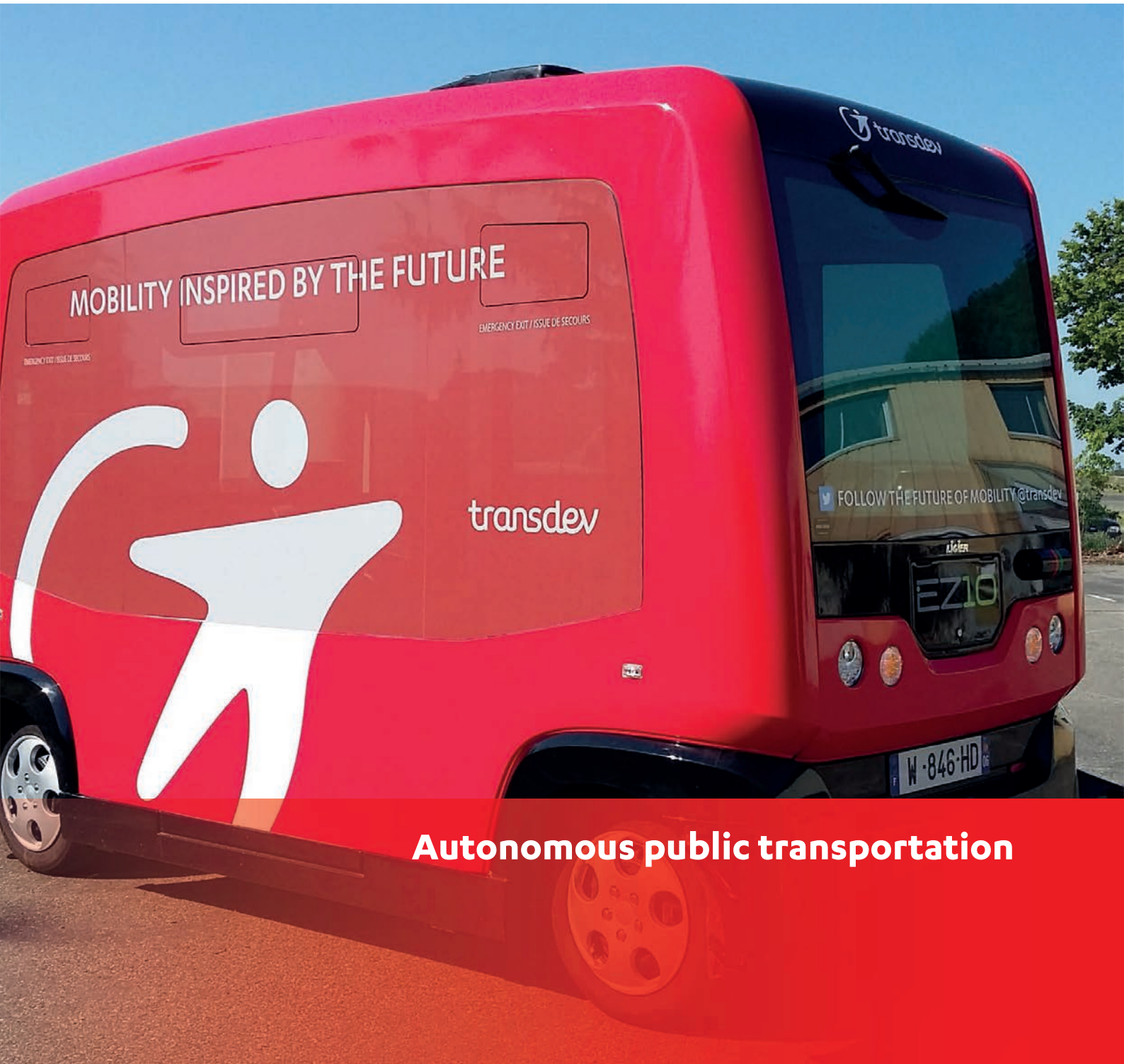

Autonomous public transportation

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Autonomous Vehicle Initiative

Autonomous Vehicles (AVs) are a key element of the transportation future.They will enable optimized, fully-integrated transportation networks. This future provides users with a safe, efficient, and convenient mobility solution. Transdev will enable this future through sound operating standards, cutting-edge technical tools and a dedication to bring our customers the future...today.

The current potential for AVs in passenger transport

Transdev's focus on developing AV solutions comes in the form of driverless shuttles. These fleets of shuttles have the potential to transform how transportation is conducted. From feeder services that make public transportation more accessible to shuttles connecting large corporate and university campuses, driverless shuttles introduce a new mode of shared, smart transportation – a transport system that is streamlined, personalized and optimized to improve today's services.

> **"Autonomous vehicles will have many benefits, including improved mobility options, increased accessibility and safer trips**
>
> **Barrie Kirk, Canadian Autonomous Vehicle Coalition**

Campuses and business parks

Transdev's routing technology can provide an on-demand, flex driverless shuttle system within a campus or business park setting. This service is also capable of offering short-distance feeder between those parks and the nearest multimodal transportation hub.

Public transportation

Driverless shuttle fleets have the ability to benefit traditional modes of public transportation and can be introduced in areas where traditional public transport has proven cost-prohibitive or insufficient.

The flexible nature of driverless shuttles enables "tailored" service

- Fixed routes and door to door
- Fixed schedules and on demand

How is Transdev part of the Autonomous Vehicle Ecosystem ?

Our comprehensive operations expertise

Transdev offers decades of experience managing all aspects of passenger mobility - from defining the vision to addressing every detail. Transdev leverages this experience to create autonomous transport services that :

> Provide the best customer experience

> Ensure the highest standards of safety and security

Transdev already operates public transportation, on-demand services, and automatic metro.

Our global expertise includes :

> Developing, utilizing and continually advancing technology to integrate new modes in transport networks

> Partnering with local authorities and passengers to ensure public transport operates efficiently

> Increasing the environmental sustainability of transportation through tangible, measurable actions

> Overseeing vehicle operations and maintenance to minimize risk and uphold the highest safety standards

> Customizing communication and services that empower each traveler and provide an optimal and fully-integrated customer experience

Our Technology

Transdev's proprietary fleet management system establishes an optimized communication control center from with the AV fleet can be dispatched and monitored. This centralized hub offers the ability to predict and accommodate mechanical, traffic and other issues while monitoring and addressing vehicle health to ensure maximum safety.

Capabilities of Transdev's AV Control Center include :

> Monitoring all vehicles for optimal safety, function and efficiency

> Managing information from multi-modal, integrated transport systems

> Modifying operation modes : fixed route or switch to on-demand

> Data analysis : measuring and managing networks as a whole

The integrated and multimodal technology within this control center enables the transport system to adapt to passengers behavior, reduces operating costs, delays and waiting time. The result : a superior customer experience.

Connected smartphone application

Even the most comprehensive system won't function optimally if it doesn't meet the needs of its users. Transdev's connected AV smartphone application enables passengers to manage the details of their trips and obtain relevant and real-time information about vehicle status.

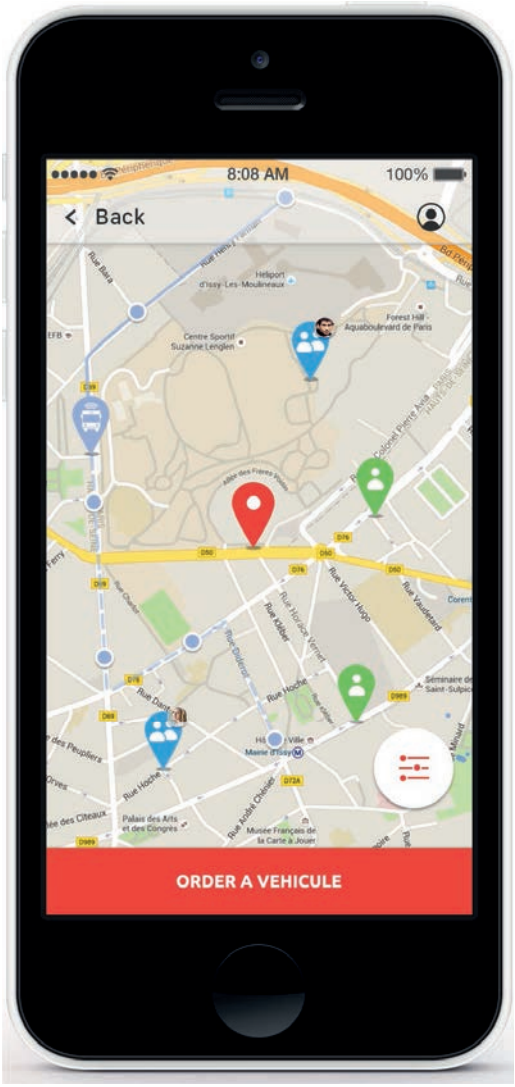
Features of application include :

> Provide real-time vehicle location information and on-demand requests for service

> User-friendly and customizable

> Enable passengers to manage reservations, pay fares and monitor real-time information before and during trip

> Ability to trigger and receive safety alerts



Routing Engine

Part of the challenge of establishing an optimally run AV fleet is providing it the ability to adapt to the ever-changing passengers needs and the operating environment. Traffic, weather and passenger volumes fluctuate and create different demands that an autonomous mobility system must address.

Transdev's routing engine has been developed over the past two years for real-time shared ride and taxi operations in USA, Netherlands and Finland. This Technology is now proven and availlable for flexible AV operations. The piloting algorithm enables our systems to ***think*** and react in real time.

Capabilities of the engine include :

> Over 25 man-years of engineering

> Dynamically matching passengers and vehicles

> Incorporating traffic, city landscapes, and other key local components to ensure the system uses the most efficient routing possible.

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Transdev's Turnkey solution

Our expertise in the transport industry enables us to develop customized turnkey initiatives for a wide range of clients. After studying and assessing a client's specific transport needs and taking into account the environment in which the driverless transport system will operate, we oversee the development, implementation and maintenance of a fully-integrated autonomous vehicle program.

Our services include but are not limited to :

1. Service conception

Customer experience study & data collection

Site visit for risk Analysis & solution

fleet provider selection

Provider risk analysis

Operation proposition to customer

2. Deployment

Pre-operation plan

Factory test

On site test

Operation maintenance, safety, security plan

Test operation

Commercial operation

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Our experience

ROTTERDAM, NETHERLANDS

> 1,8 km linking a metro station and a Tech Business Park.

> Rush hour in metro mode and on demand the rest of service.

> Better service than the replaced conventional bus.

> 700 to 1000 passengers/day.

LADOUX AND LA ROCHELLE, FRANCE

> European CityMobil2 Project (demonstrations in different European cities)

> Closed campus business park shuttle

CIVAUX, FRANCE

> First commercial autonomous fleet in service in France.

> Staff transportation in a nuclear plant.

> 2,4 km service route

> 2000 passengers/day

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ADDENDUM NO. 1

Date: September 7, 2017
3:00 P.M. (Local Time)

Bid Date: October 3, 2017

Bid Name: Gainesville Autonomous Transit Shuttle (GAToRS)

Bid No.: RTSX-180030-DS

NOTE: This Addendum has been issued to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. The question submittal deadline has passed. No additional questions will be answered

2. Questions/Answers:

Question1: The RFP includes an Attachment A which is the Executive Summary of the Gainesville Autonomous Transit Innovation Connector (GATrIC) Feasibility and Traffic Study dated June 8, 2017. The study was sponsored by the FDOT State Traffic Engineering and Operations Office. At the end of the document, a PowerPoint presentation is mentioned to be available and should be shared with prospective bidders on the current contract. The PowerPoint (and overall study document) includes pertinent data and alternatives analysis related to the upfront route and service planning for the shuttle and thus has an impact on a price proposal, and thus will this information be available to prospective bidders is assembling their proposals?

Answer1: "Attachment B - GATrIC Feasibility and Traffic Study Final" is included in this Addendum #1.

Question2: The RFP refers to "predefined stop locations" (page 16) but does not specify the number of stops to be served by the shuttle, and level of passenger amenities to be provided at stops. Assume this information is available through the GATRIC study, and thus obtaining that information critical in assembling our proposal. What specification on number of stops and passenger amenities should be assumed at this point?

Answer2: The proposer will recommend bus stop locations and amenities.

Question3: The RFP (page 17) mentions two locations where DSRC roadside units will be installed through a separate project along SW 13th Street at SW 4th Avenue and SW 2nd Avenue to allow transmission of SPaT and MAP messages. Will additional information be made available concerning this project, such as DSRC RSU vendor, SPaT/MAP broadcast methodology, timeline for installation, backhaul communications architecture, back-office data management, etc? Are additional locations planned for roadside unit installation in the identified transit AV shuttle service area? Is transit signal priority considered as part of the V2I "coordination" mentioned?

Answer3: RFP will be coming out this winter specific to SPaT and MaP. For more information on the Gainesville SpaT Trapezium project, please see: http://www.fdot.gov/traffic/its/projects_deploy/cv/MapLocations/Gains_Trapezium.shtm). We have not determined a vendor or data provider yet. Backhaul communications will be TCP/IP over Ethernet/fiber. The City has all signalized intersections online in this area.

Question4: The RFP (page 19) mentions that roadway improvements could be a possibility. Again would like to know what the FDOT study had concluded with respect to this issue related to potential alternate routes, if that was addressed, given it will have price proposal implications and the need to obtain a roadway contractor. Can you provide any clarification on work already done related to roadway improvements?

Answer4: There is no work in relation to road improvements. If proposed route calls for road improvement, the proposer needs to specify what type of road improvements are needed.

Question5: The RFP (page 17) mentions the proposer will need to coordinate with the UF Testbed Project Team. Can the function of the testbed team be identified, and the type and level of coordination desired with the Transit AV shuttle project?

Answer5: Additional information regarding the UF Testbed, named I-STREET, is provided at its website: http://www.transportation.institute.ufl.edu/istreet-about-us/. Coordination will involve, for example, the following: exploring jointly the use of novel sensor applications which may be installed on the shuttle; the use of the shuttle as a probe in data collection; and the use of the shuttle's communication capabilities in enhancing traffic signal control and other traffic management strategies.

Question6: The RFP indicates the need for a charging/storage facility for the transit AV shuttle vehicles to be included with the project, but use of the original RTS facility for such functions as an optional site. Will the old RTS site be made available for the AV vehicles? What about use of the new RTS facility?

Answer6: Yes, the old facility will be available for AV vehicles. RTS prefers the use of the old facility but will be open to the idea of using the new facility.

Question7: Throughout the RFP 49 C.F.R. part 26 is referenced, which based on our understanding suggests a 10% DBE requirement be considered. Does that mean this contract has a 10% DBE requirement or is it merely a suggestion?

Answer7: The Federal Transit Administration's national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. This agency's overall goal is 1.5% (refer to page 21), but there is no set goal for this project. Use of DBE businesses is encouraged.

Question8: The RFP identifies putting a 15 mph ceiling on speed for the transit AV shuttle, but the roads it will run on are 25 mph and higher, setting up a speed differential for mixed traffic and a potential safety hazard. Have previous traffic engineering studies considered this challenge and if so, can we gain access to their research? If not, is the City of Gainesville open to dedicating lanes specifically for this pilot?

Answer8: No, previous studies have not considered this challenge and proposer needs to consider it on the proposal. City will be open to the idea of dedicating lanes if feasible.

Question9: The RFP on page 8 suggests the shuttle will run along SW 2nd Ave and SW 4th Ave, while on page the RFP suggests the shuttle will run along SW 3rd Ave and SW 5th Ave. Which one is it?

Answer9: The project service area is SE 3rd St, SW 5th Ave (mislabeled on map as Street instead of Avenue), Newell Drive and University Avenue based upon the map on page 18 of the bid document.

3. Portions of item **B. RFP Time Table** (refer to Section I – Request for Proposal Overview & Proposal Procedures) have been adjusted as follows (additions-underlined; deletions-~~strikethrough~~). Note, this is still an estimated timeline.

Discussions/Oral Presentations ~~(if conducted)~~	~~Week of October 23, 2017~~ December 4, 2017
Deadline for Best and Final Offer (if needed)	~~November 8, 2017~~ January 8, 2018
Projected award recommendation date	~~November 28, 2017~~ February 1, 2018
City Commission approval	~~January 4, 2018~~ March 2018
Projected contract start date	~~March 1, 2018~~ May 1, 2018

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and shall attach a copy of this Addendum to its proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: Transdev Services, Inc.

BY: Richard M. Alexander

DATE: 9/29/17

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Gainesville Autonomous Transit Innovation Connector (GATrIC)

Feasibility and Traffic Study

Study Overview

- Purpose, Study Approach, and Project Corridor
- RTS Bus Routes and Stops
- GATrIC Corridor Traffic and Safety Analysis
- GATrIC Corridor Field Review Findings
- GATrIC Corridor Bus Driver Survey
- GATrIC Corridor Shuttle Operation Analysis
- Study Conclusions and Recommendations

Purpose, Study Approach, and Project Corridor

Purpose of Feasibility Overview

- Identify safety risks
- Identify risks for maintaining shuttle headways
- Identify corridor issues through field review and bus driver interviews
- Identify optimal number of bus service

Study Approach

- Performed field reviews of the corridor on 4/21/2017
  - Multiple rounds of the project corridor
- Meetings with Regional Transit System (RTS) Director on corridor's issues and bus route and operation
- Interviewed seven bus drivers, at least two on each route, on 5/4/2017

Study Approach (continued)

- Performed the following analyses
  - Safety analysis
    - Safety field review analysis
    - Crash data analysis between years 2012 and 2016
  - Traffic data analysis
  - Bus RTS routes, ridership, and hours of operation analysis
  - Headway calculator for optimal bus count for a 10 min headway

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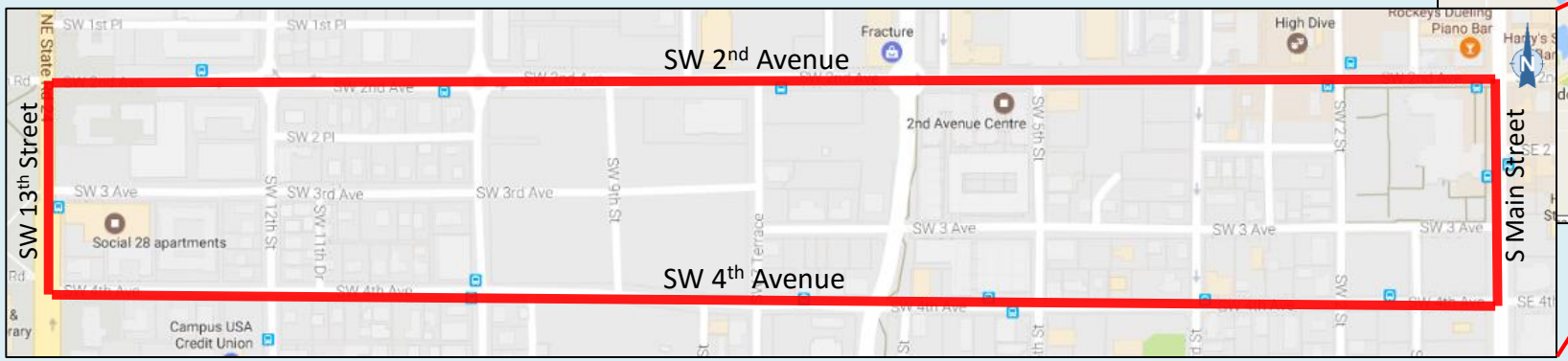
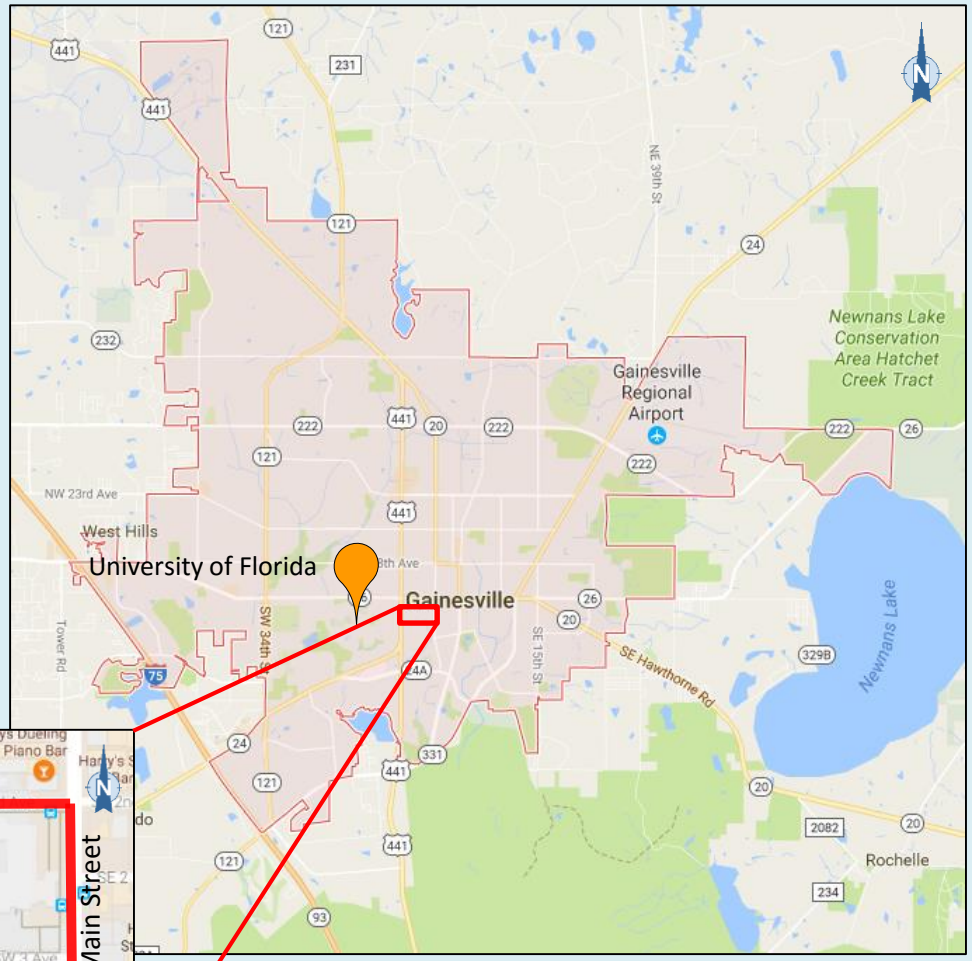
Project Corridor

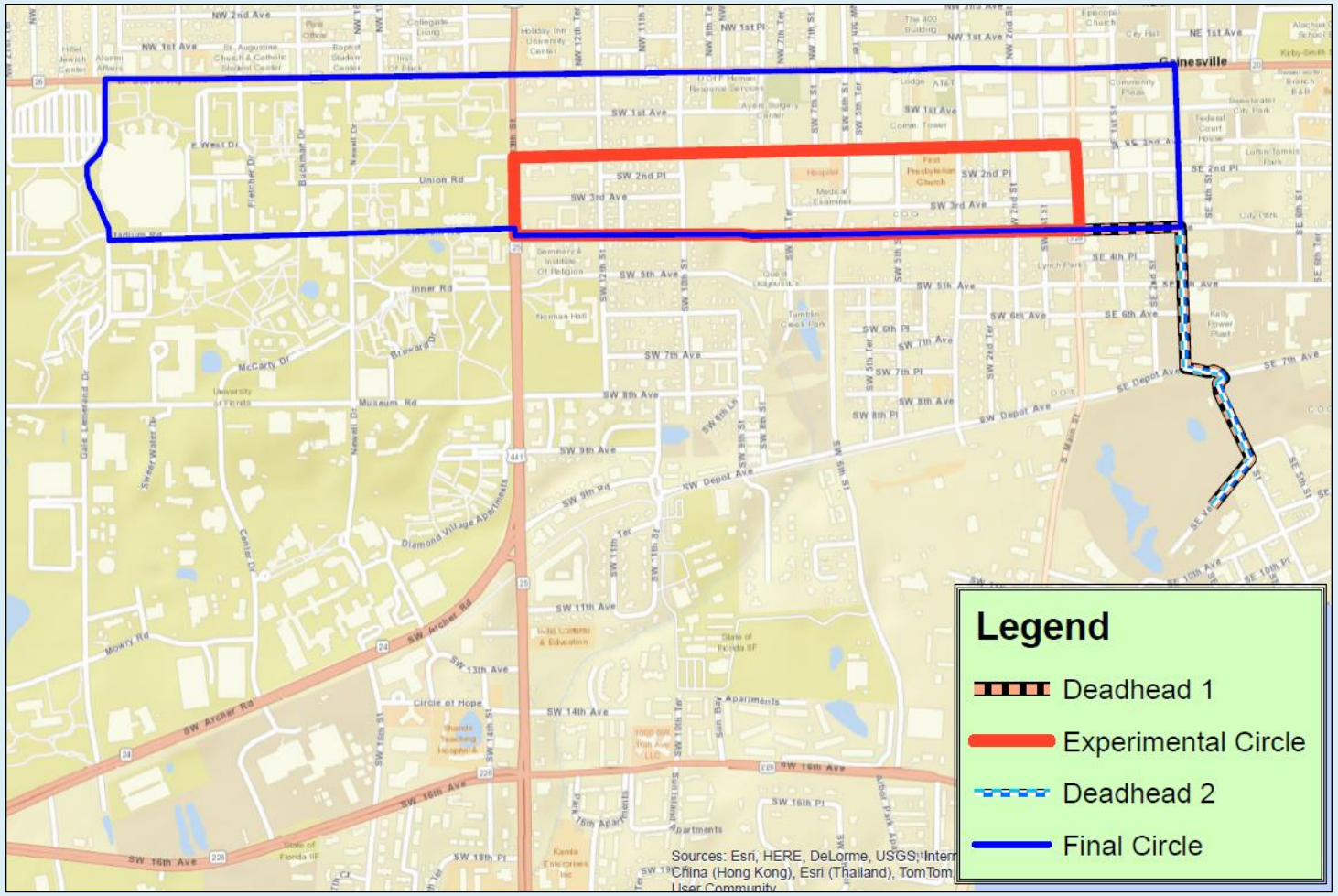
- Project located in City of Gainesville
  - Between University of Florida and Main Street
- Phase I route shown in red below
  - SW 2nd Avenue from SR 24 (SW 13th Street) to S Main Street
  - S Main Street from SW 2nd Avenue to SW 4th Avenue
  - SW 4th Avenue from S Main Street to SW 13th Street
  - SW 13th Street from SW 4th Avenue to SW 2nd Avenue





Future Project Corridor

- Phase II route shown in blue



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RTS Bus Routes and Stops

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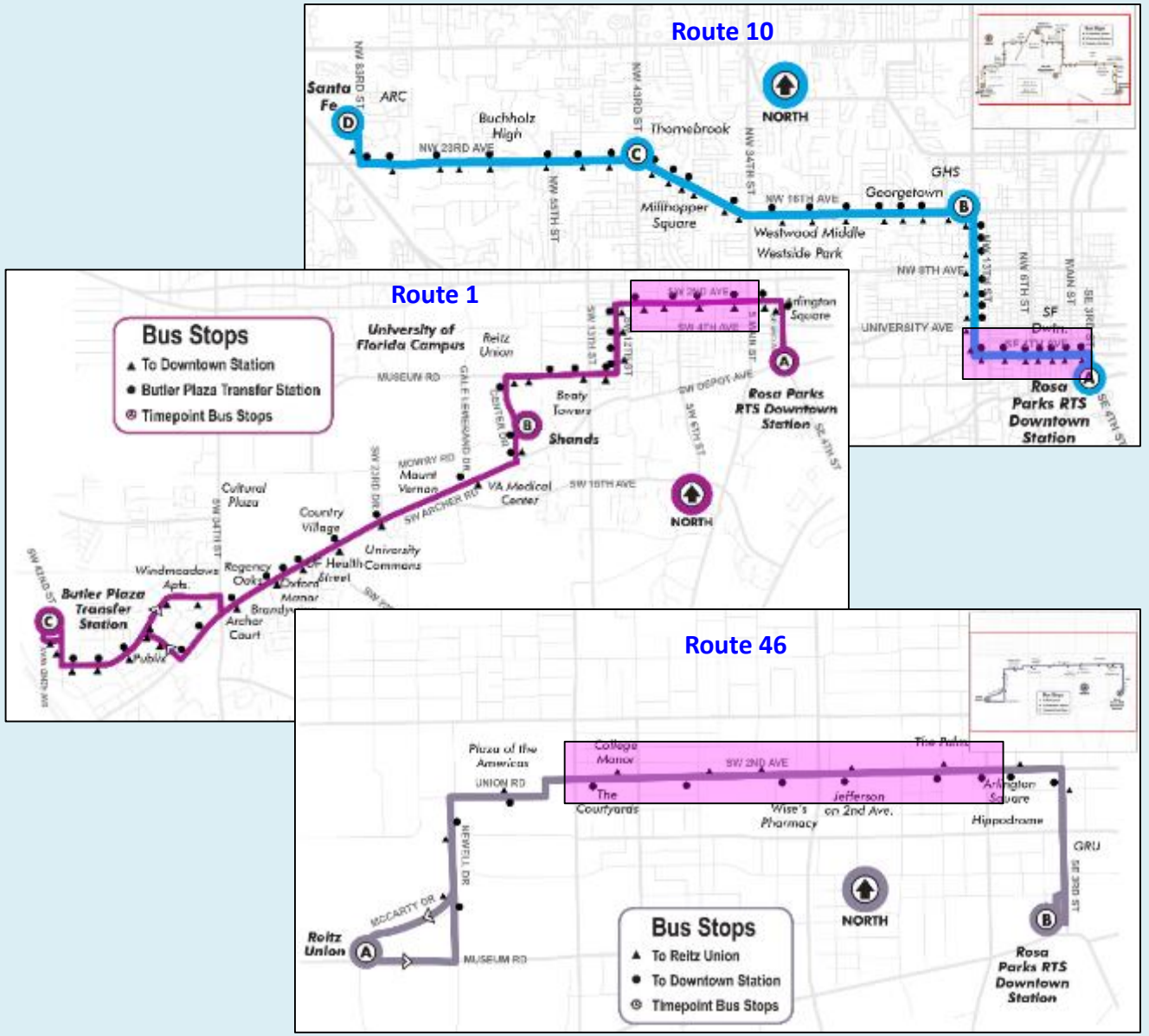
RTS Bus Routes

- RTS is Gainesville's only transit service
- RTS runs three routes that covers the project area (shown in violet boxes)
  - Routes 1, 10, and 46
- FDOT and RTS partnering for autonomous shuttle service
- 2016 annual ridership
  - Route 1 – 651,637 passengers
  - Route 10 – 113,046 passengers
  - Route 46 – 140,704 passengers
- Hours of operation per week
  - Route 1 – 99 hours (weekdays, Sat, and Sun)
  - Route 10 – 70 hours (weekdays and Sat)
  - Route 46 – 45 hours (weekdays only)



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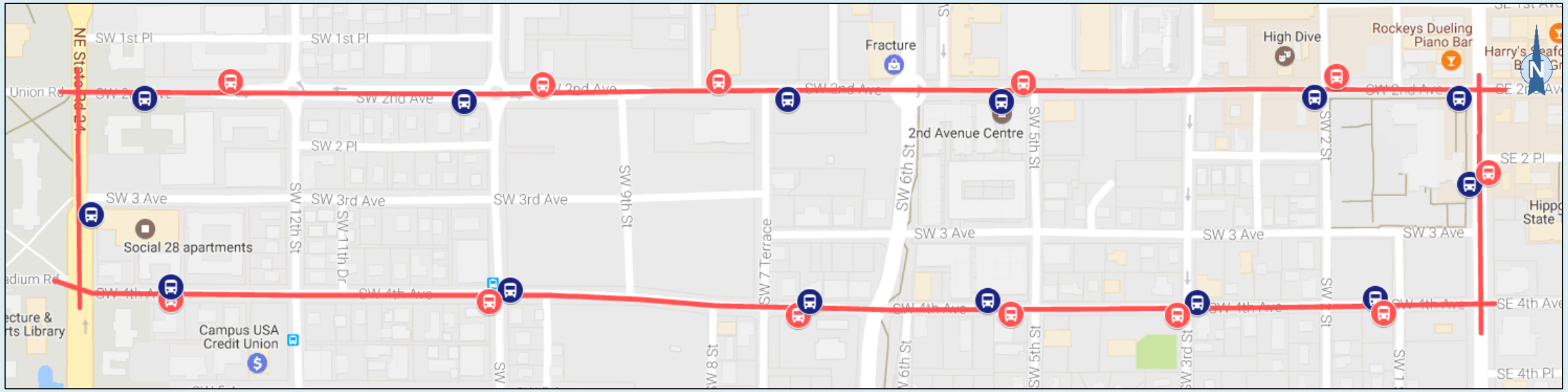
Bus Stop Locations

- Bus Stops
  - 14 Bus Stops in clockwise direction
  - 12 Bus Stops in counter-clockwise direction



Legend: Bus Stop (clockwise loop) Bus Stop (counter-clockwise loop) Project Corridor

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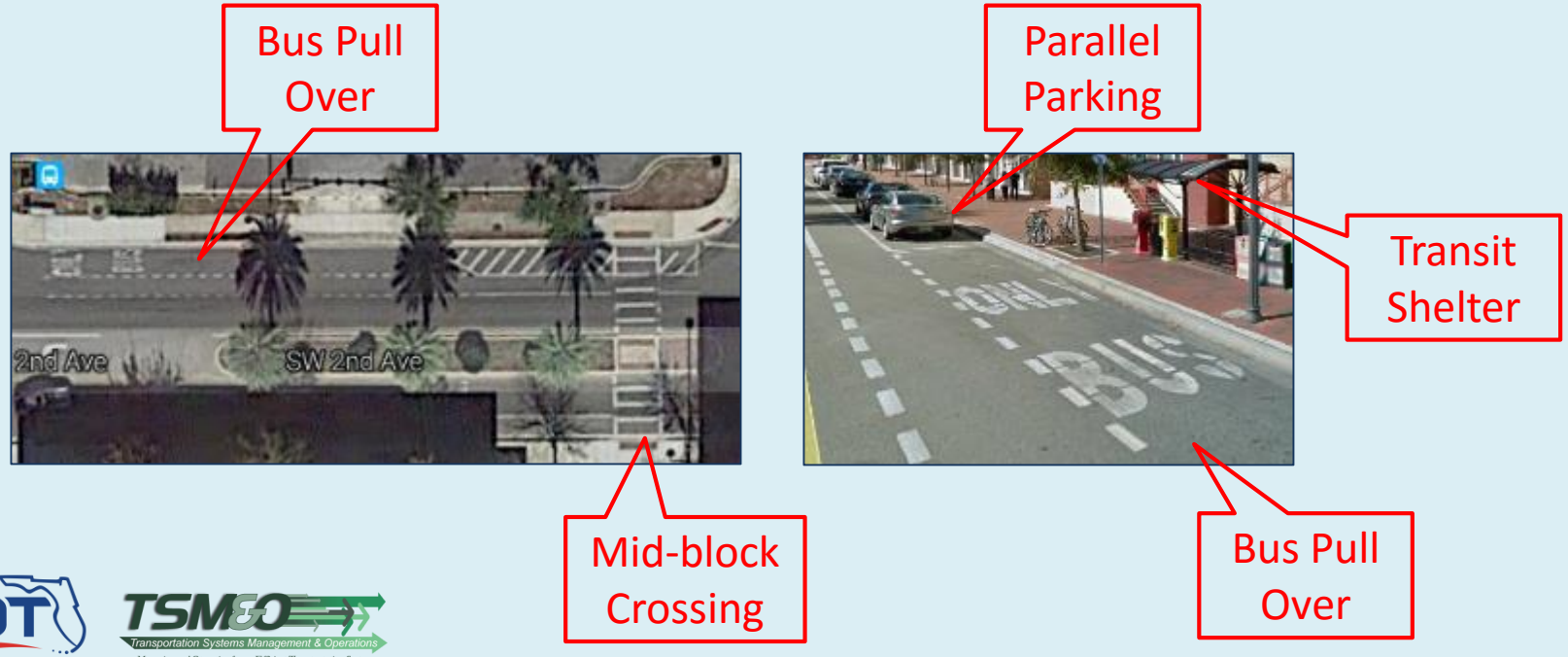
Bus Stop Pull Overs

- Several parallel pull overs for bus stops
- Several nearby pedestrian crossings
- Parallel parking in front of bus pull overs
- No separate bus bay along the study corridor



Existing Transit

- RTS has Automatic Vehicle Location (AVL) which tracks vehicles in near real time
- Closely spaced stops
- Several transit shelters

GATrIC Project Corridor Traffic and Safety Analysis

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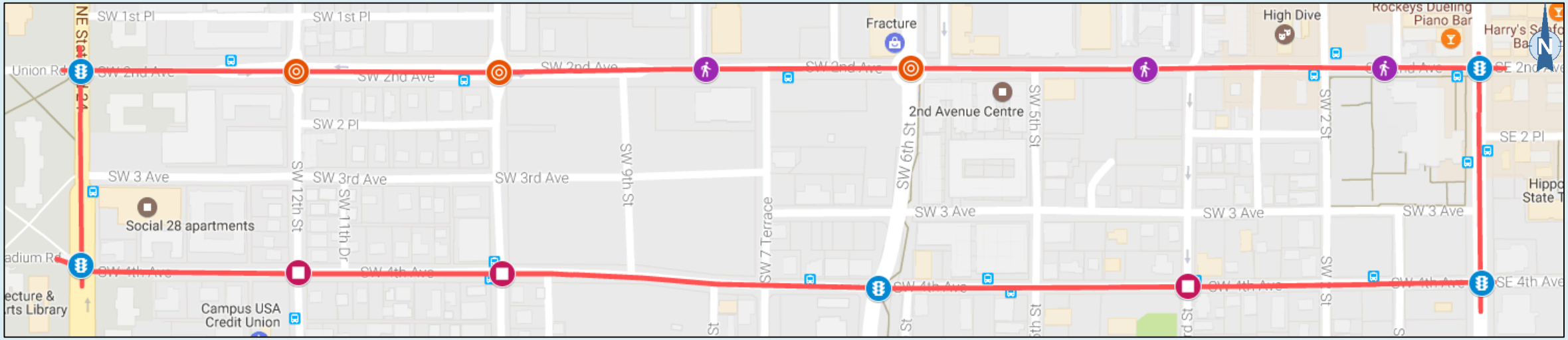
Existing Traffic Control

- Map of corridor with traffic control



Legend: Traffic Signals (5) Roundabout (3) Four-way Stops (3) Mid-block Pedestrian Crossing (3) Project Corridor

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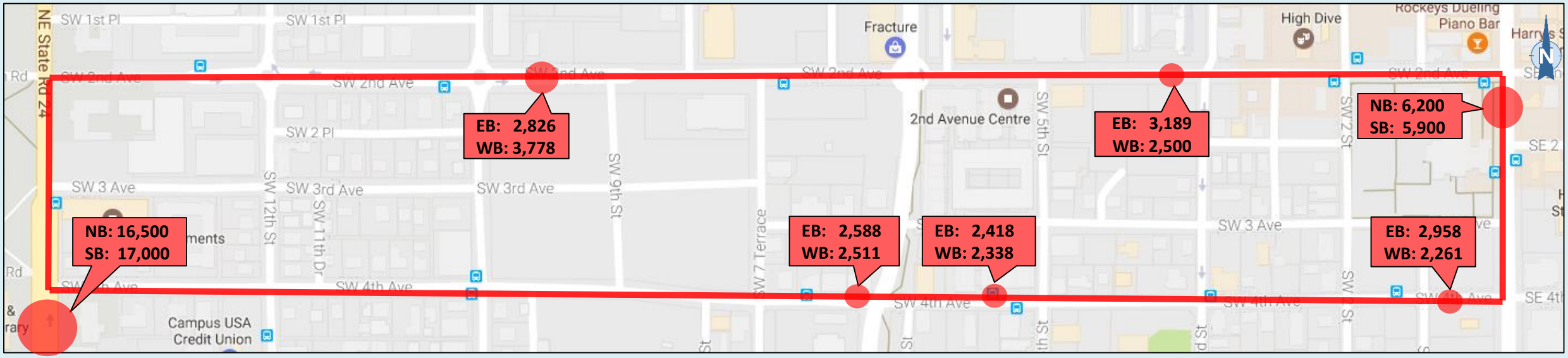
Traffic Counts

- Average Annual Daily Traffic (AADT)
  - SW 13th Street ~ AADT 33,500
  - N Main Street ~ AADT 12,000
  - SW 4th Avenue ~ AADT 4,000
  - SW 2nd Avenue ~ AADT 5,500

AADT

- 30K – 35K
- 12K – 13K
- 6K – 7K
- 5K – 6K
- Project Corridor



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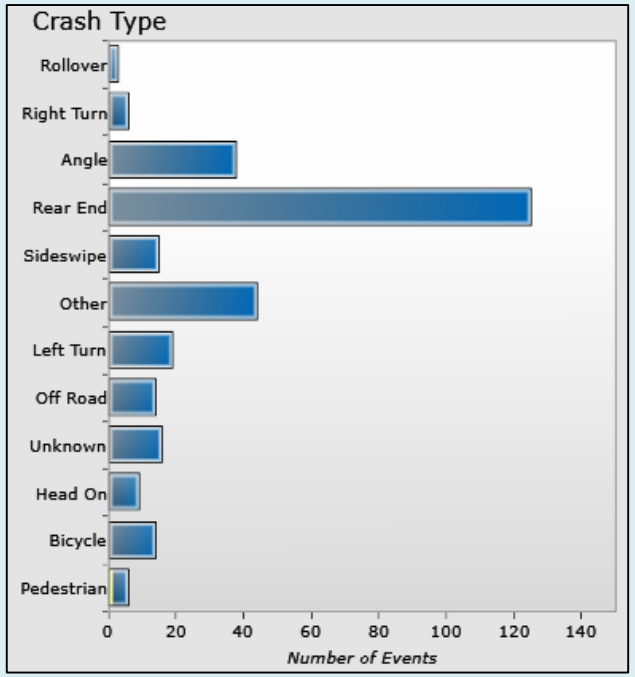
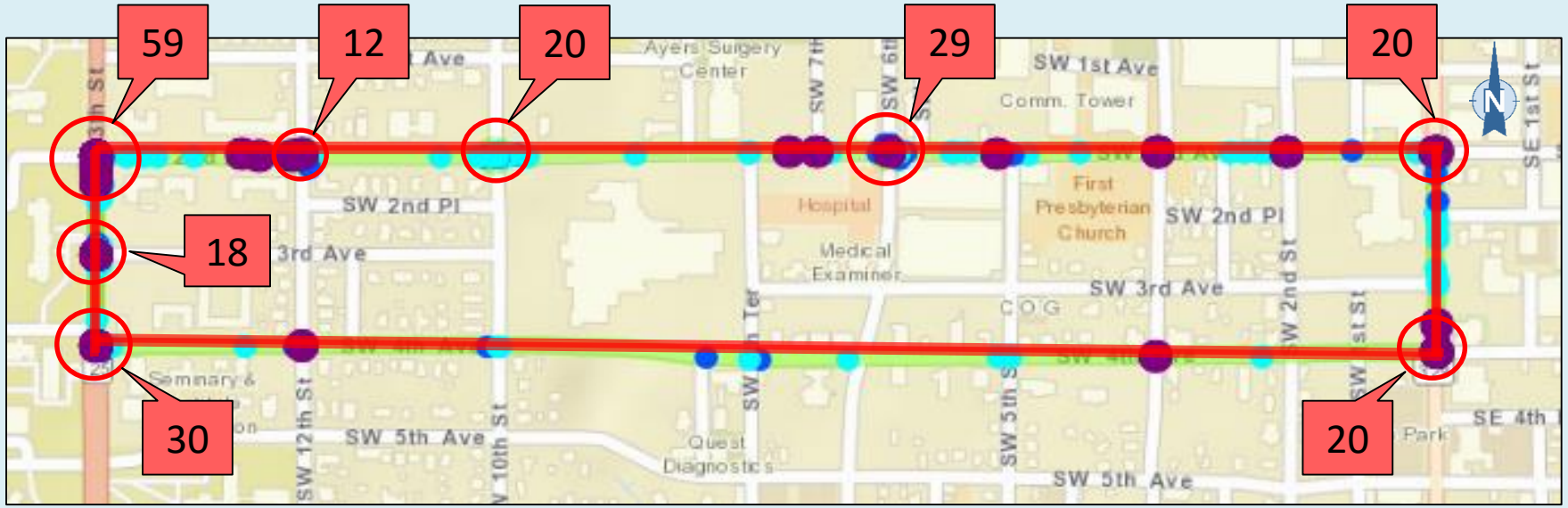
Safety Risks Crash Locations and Crash Types

- Map showing crash locations, type and frequencies
  - Total 309 crashes between 2012 and 2016
  - 202 property damage only, 107 injury, and no fatal crashes
  - Total 20 Bicycle and Pedestrian Crashes
- High crash locations at
  - SW 2nd Avenue roundabouts
  - SW 13th Street and Main Street Signals with SW 2nd, SW 3rd, and SW 4th Avenues





Legend

- Non-injury Crashes
- 2 or More Crashes
- Injury Crashes
- High Crash Location
- Project Corridor

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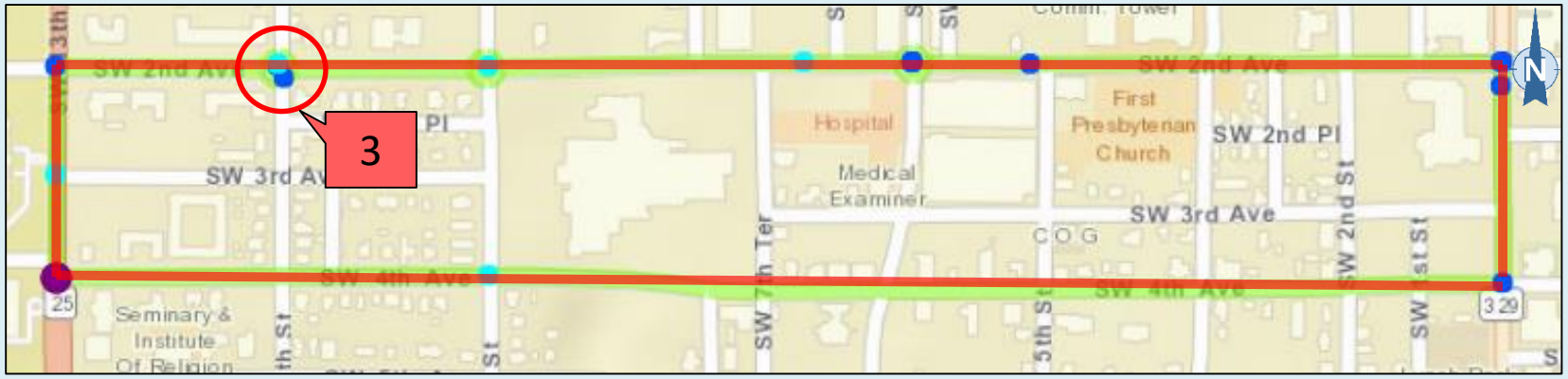
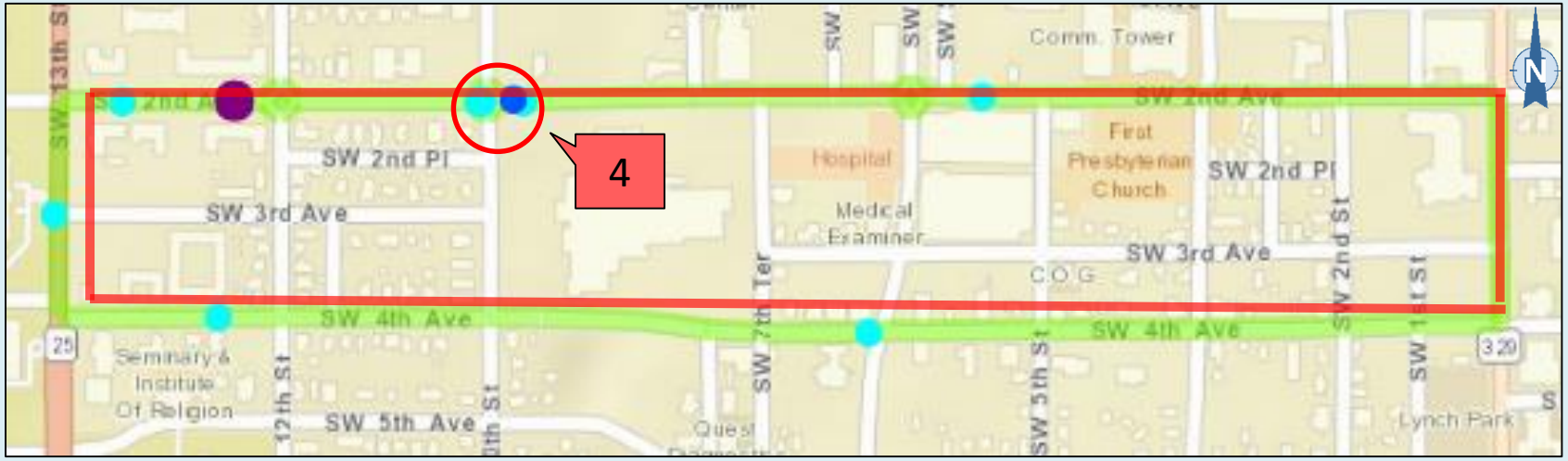
Parked Vehicle and Pedestrians/Bicyclists Crashes

- 20 Pedestrians/Bicyclists Crashes



- 11 Parked Vehicle Crashes



Legend

- Non-injury Crashes
- 2 or More Crashes
- Injury Crashes
- High Crash Location
- Project Corridor

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Detour Route Options

- Incident Detour Route Options
  - Recommended Detour Routes
    - More than 22 feet wide Two-way street
    - Streets with pavement markings
    - Avoid left turn maneuvers from and to minor streets
    - Streets without parking
    - Wide roadway with parking and pavement markings
  - Not-recommended Routes
    - One-way street
    - Streets with no pavement markings
    - Narrow Alleys
    - Major street with Left turn maneuvers
    - Streets with parking resulting in narrow street

One-Way Street

Narrow Streets with parking on both sides

Alley


Alley

Detour Route Options

Detour Route Map

Legend: GATrIC Corridor — Recommended Detour Routes — Roadways not recommended for detours — Area not recommended for detours

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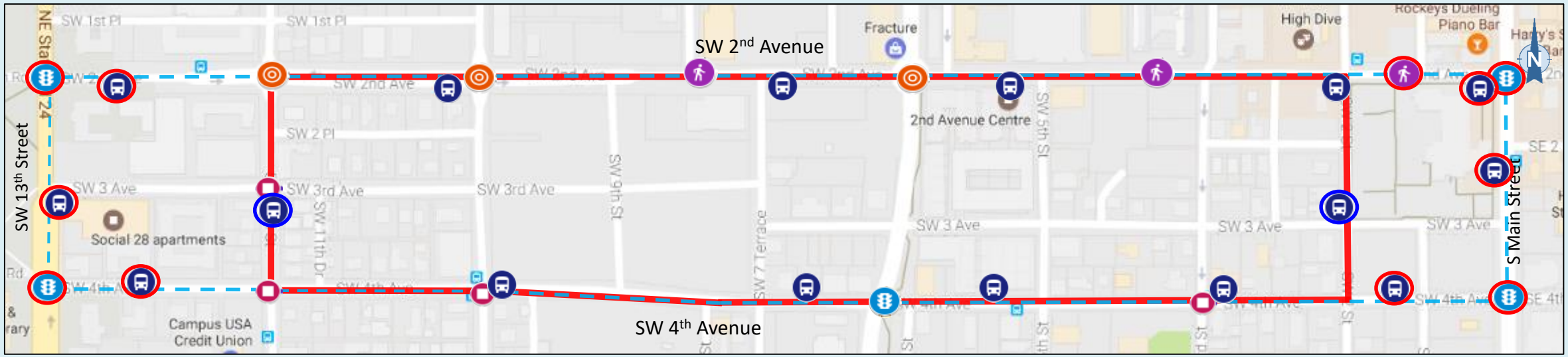
Alternate Route Options



Legend: Traffic Signals (1) | Roundabout (3) | Four-way Stops (3) | Mid-block Pedestrian Crossing (2) | Bus Stop (clockwise loop) (8) | GATrIC Corridor | Traffic Signal Avoided (4) | Mid-Block Pedestrian Crossing Avoided (1) | Bus Stop Missed (6) | Added Bus Stops (2) | Alternative GATrIC Corridor

- Advantages
  - Avoids 5 high crash segments
  - Avoids 4 traffic signals
  - Avoids 1 mid-block pedestrian crossing
  - SW 12th Street has dedicated bike lanes
- Disadvantages
  - 6 Bus stops are missed out of original 14 Bus stops
  - Recommend adding 2 new Bus stops for missed stops
  - Introduces 1 four-way stop intersection
  - Additional bicycle and pedestrian conflicts

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GATrIC Project Corridor Field Review Findings

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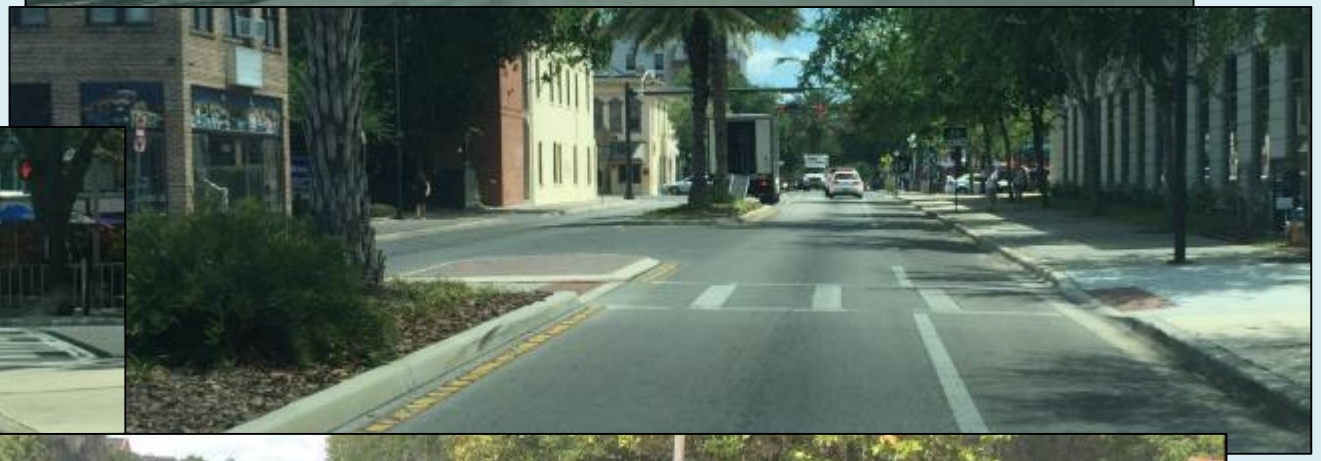
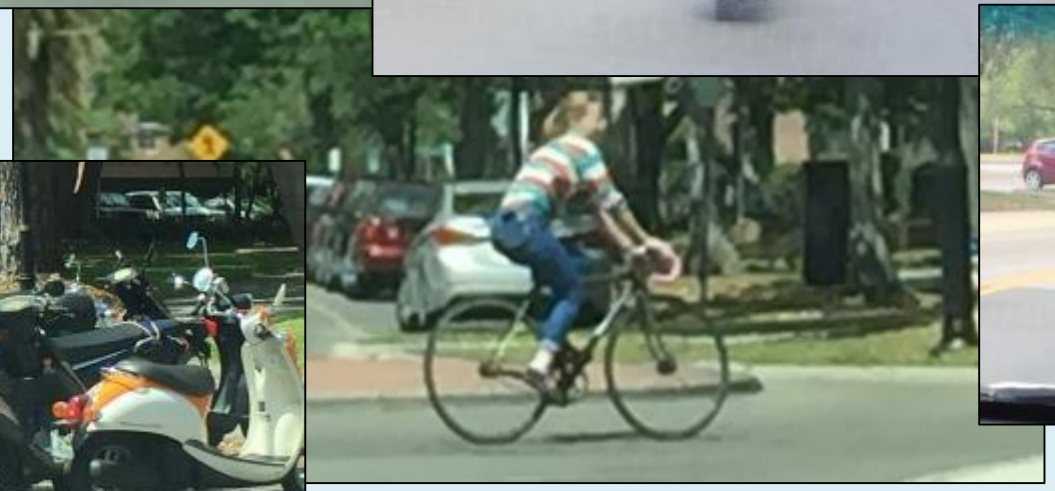
Pedestrians

- Jay walkers
- Mid-block crossings
- Intersections with marked crosswalks
- Signalized intersections with pedestrian signals



Motor Scooters, Bicycles, and Skateboards

- Bikes use bike lanes
- Bikes use traffic lanes
- Bikes use crosswalks
- Scooters use traffic lanes
- Perpendicular scooter parking



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Pedestrian Pavement Markings/Signs

- Variety of pedestrian crossings pavement markings or pavement color
- “Stop For Pedestrian” signs on delineators and regular MUTCD
- Peak periods for pedestrian traffic: 7 AM to 9 AM; Lunch Hour; 3 PM to 5 PM
- Pedestrians are often on cell phones and may stop in the middle of the road

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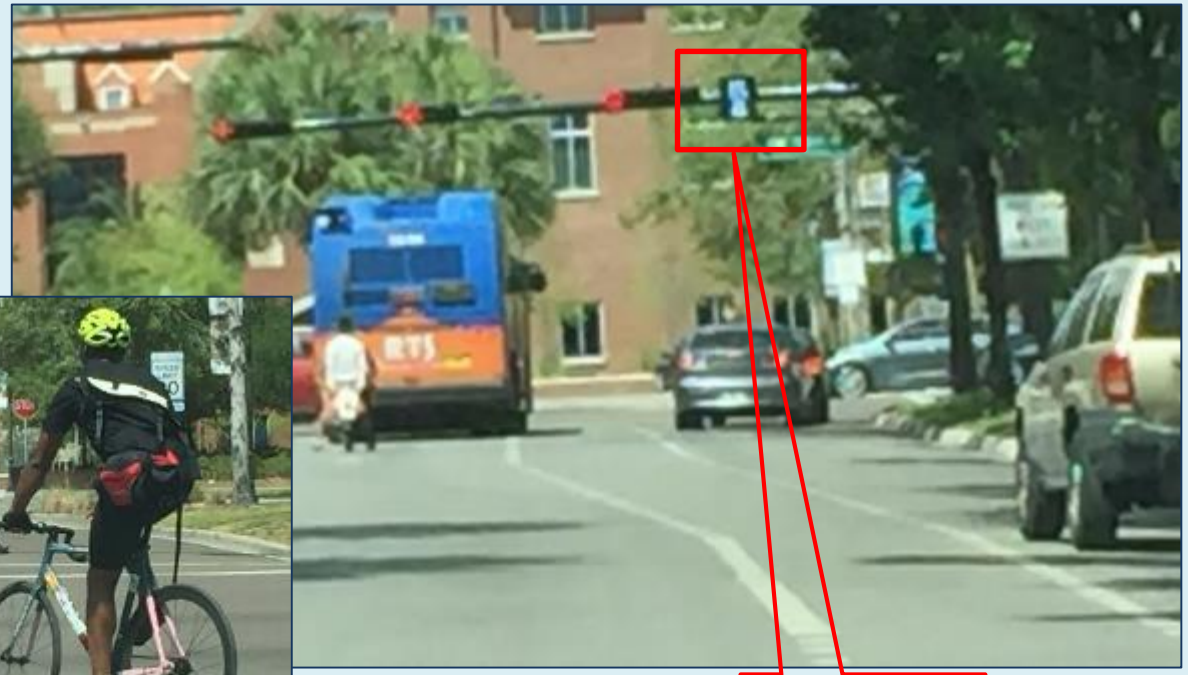
Bike Lanes

- Parallel bike lanes
- Parallel parking – opening car doors could cause biker to swerve into through lane.
- Possible right turn adjacent to bike lane
- Bikes in crosswalks
- Bikes and scooters may not stop at stop signs
- Skateboards hitch rides on back of bus



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SE 4th Ave at SW 13th St

Non-Symmetrical Intersection

- Field review performed – 4/20/2017
- Opposing left turn traffic may hinder GATrIC vehicle from making right turn
- Offset intersection creates operational challenges if this intersection is used for UF connectivity
- “NO TURN ON RED” blank-out sign was on continuously
- Motor scooters parked along street close to intersection cause potential safety concerns
- Roadway into UF campus is two-way but narrow
- No clear route for circulation through campus and return to GATrIC route
- Heavy pedestrian traffic in this intersection

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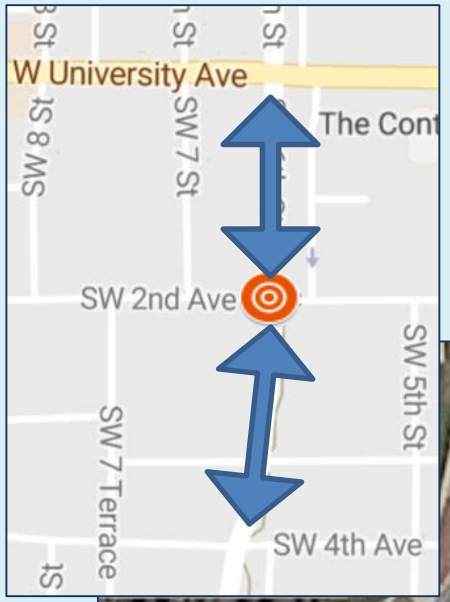
Roundabouts on SW 2nd Avenue

- SW 6th Street; SW 10th Street; SW 12th Street
- Conflicts for transit
  - Other cars do not yield to buses
  - Pedestrians and bicycles do not watch for buses
  - Entering and exiting crosswalks
- Signals on SW 6th Street can cause traffic to backup into the roundabout at SW 6th Street and SW 2nd Avenue.

SW 12th St SW 10th St SW 6th St



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Heavy Traffic on SW 13th Street (SR 24)

- Left turn from SW 13th Street to SW 4th Avenue was very difficult.
- Left turn arrow changed to flashing yellow, but there were few gaps in traffic to make left turn on flashing yellow arrow.
- Multiple pedestrian crossing in same direction for left turn
- **Recommendation**: GATrIC vehicles travel the loop in a clockwise direction to avoid left turning movements.

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Managing and Operating for an Efficient Transportation System

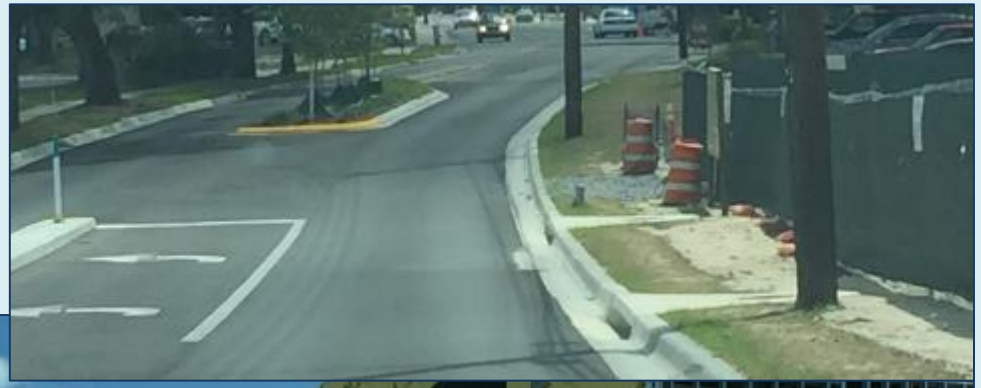
Stop Signs, Driveways, Parallel Parking

- Some stop signs are 2-way and some 4-way
- Some areas with closely spaced driveways
- Parallel parking, cars parking, doors opening, jay walking to car or between cars

FDOT TSMCO Transportation Systems Management & Operations Managing and Operating for an Efficient Transportation System

Land Development

- New construction evident
- Will change traffic characteristics
- Will change pedestrian and biking characteristics
- Will change transit demand



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GATrIC Project Corridor Bus Driver Survey

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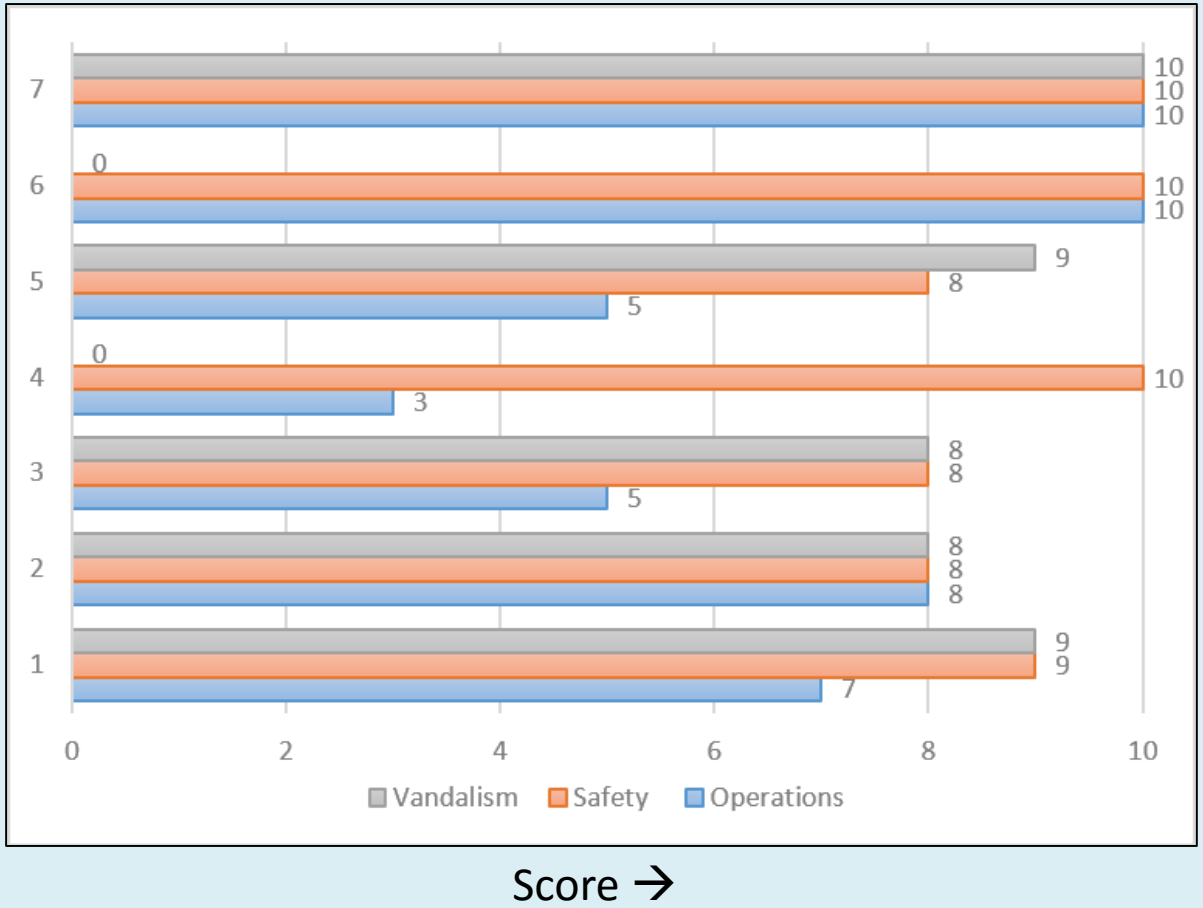
Summary of Drivers' Survey

- Survey interview conducted on 5/4/2017
- Seven bus drivers interviewed
  - 2 drivers from Route 1
  - 3 drivers from Route 10
  - 2 drivers from Route 46
- Interview question categories
  - Operations
  - Safety
  - Vandalism
- Average score (on scale of 10)
  - Operations – score 7
  - Safety – score 9
  - Vandalism – score 9
- Note: two drivers did not respond to vandalism question



Summary of Driver Surveys

- Drivers' operations assessments
  - 1 = significant problem; 10 = few problems
  - Operations ratings: 3 to 10
    - Cars block roundabouts, cars don't yield to buses
    - Pedestrians
    - Bike lanes
    - Other buses and commercial vehicles block the roadway
    - Backup from signals on SW 6th Street block the Roundabout on SW 2nd Avenue
    - Cars block SW 2nd Avenue near SW 6th Street (near Continuum student housing)
    - Traffic signals cause delays
      - Main and SW 2nd Ave; SW 13th Street and SW 2nd Ave

Summary of Driver Surveys

- Drivers' safety assessments
  - 1 = significant problem; 10 = few problems
  - Safety ratings: 8 to 10
    - Pedestrian crosswalks
      - Pedestrians in crosswalks don't pay attention and often stop in the street
      - Crosswalks too closely spaced in some areas
    - Other cars
    - Students cut off the buses in roundabouts
    - Cars passing buses when loading/unloading
    - Bikes and scooters do not stop at stop signs
    - Skateboarders hitch rides to back of the bus

Summary of Driver Surveys

- Drivers' vandalism assessments
  - 1 = significant problem; 10 = few problems
  - Vandalism ratings: 8 to 10
    - Stolen bus stop signs
    - Garbage cans tipped into street
- Other Comments
  - Locations requiring ADA accommodation on SW 2nd Avenue
    - Between 10th and 12th Streets near doctors' offices
    - Between 6th and 7th (Community Ministries, Wise's)
    - Between 3rd and 4th
  - Portions of the roadway are bumpy, requires close speed monitoring

GATrIC Project Corridor Shuttle Operation Analysis

FDOT

TSMO Transportation Systems Management & Operations
Managing and Operating for an Efficient Transportation System

GATrIC Shuttle Operation Assumptions

- **Bus**: autonomous (driver-less) transit service
- **Route**: runs on city streets and state roads (2 miles)
- **Speed:** 15 Miles Per Hour (MPH)
- **Stops**: uses existing transit stops (14 clockwise stops)
- **Headway**: not to exceed 10 minutes
- **Serving** mainly University of Florida riders
- Bus operation **delay factors** and **time** assumptions
  - Passenger stops (15-30 seconds)
  - Mid-block cross walks (10-15 seconds)
  - Stop signs (10-15 seconds)
  - Major signalized intersection (30-45 seconds)
  - Minor signalized intersection (10-15 seconds)
  - Jay walkers (5-10 seconds)
  - Roundabouts (5-10 seconds)

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Transit Headway Calculator

- Calculator to determine minimum number of transit required
- Assumptions
  - Route miles: 2 miles
  - Maximum speed: 15 MPH
- Delay events and assumptions on Table 1
- Estimated three (3) buses to maintain less than 10 min headway

Assumed Factors

Assumed Quantity

Assumed Delays

Delay Factors	Unit	Quantity	Minimum		Maximum	
			Delay (Sec)	Total Delay	Delay (Sec)	Total Delay
Mid-block Cross Walks	Each	3	10	30	15	45
Stop Signs	Each	3	10	30	15	45
Major Signalized Intersections	Each	4	30	120	45	180
Minor Signalized Intersections	Each	1	10	10	15	15
Jay Walkers	Each	10	5	50	10	100
Roundabouts	Each	3	5	15	10	30
Passenger Stops	Each	14	15	210	30	420
Total				**465**		**835**

Parameters	Units	Minimum	Maximum
Total Delay	Seconds	465	835
Total Delay	Minutes	8	14
Total Estimated Travel Time	Minutes	16	22
Bus Number Needed for 10 min Headway	Buses	**2**	**3**
Average Headway	Minutes	8	8

Min and Max Bus Numbers

FDOT TSMO Transportation Systems Management & Operations Managing and Operating for an Efficient Transportation System

Study Conclusions and Recommendations

Conclusion – GATrIC Route Travel Time Impact Factors

- Length of bus travel route
- Operating speed of buses
- Loading and unloading time
- Friction due to:
  - Higher speed traffic, particularly on SW 13th Street and Main Street
  - Pedestrians not conforming to signs and marking (jay walking)
  - Parallel parking
  - Mid-block crossings
  - Other traffic in and backing up into Roundabouts
  - Major and minor signalized intersections

Conclusion – Challenges

- Challenges to GATrIC operations and maintaining headways
  - Inconsistent compliance with pedestrian signs and markings
  - Inconsistent pedestrian crossing signing and pavement markings
  - Bicyclists in traffic lanes, in bike lanes, in crosswalks
  - GATrIC right turns across bike lanes
  - Parking along route, parallel for cars, perpendicular for scooters
  - Blank-out signs conformity
- Safety challenges
  - Pedestrians and bicyclists
  - Parallel and perpendicular parking

Conclusion – Recommendations

- Consider measures to maintain consistent headways due to travel time variability
- Consider provisions for incident management detour routes
- Consider provisions for passenger security and vandalism
- Consider GATrIC vehicles to travel the loop in a clockwise direction to avoid left turning movements
- Consider provisions for signal priority
  - In absence of priority, the vehicle should have provision to recognize the blank out sign “no turn on red” messages

Thank you.

ADDENDUM NO. 2

CITY OF GAINESVILLE
every path starts with passion
FLORIDA

Date: September 8, 2017
3:00 P.M. (Local Time)

Bid Date: October 3, 2017

Bid Name: Gainesville Autonomous Transit Shuttle (GAToRS)

Bid No.: RTSX-180030-DS

NOTE: This Addendum has been issued to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. The question submittal deadline is September 14th; it was erroneously stated in Addendum #1 that the deadline had passed.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and shall attach a copy of this Addendum to its proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: Transdev Services, Inc.

BY: Richard M. Alexander

DATE: 9/29/17

#170258C

ADDENDUM NO. 3

Date: September l9, 2017
3:00 P.M. (Local Time)

Bid Date: October 3, 2017

Bid Name: Gainesville Autonomous Transit Shuttle (GAToRS)

Bid No.: RTSX-180030-DS

NOTE: This Addendum has been issued to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. **The question submittal deadline has passed. No additional questions will be answered.**

2. Questions/Answers:

Question1: Page 2-Timeframe - Is it correct that operations should begin March 1, 2018? If correct, this means the supplier has about 3 months to go through the entire engineering life cycle, determine safe routing, deliver a safety case, produce vehicles and test and install the system. Do you feel this time frame is realistic?

Answer1: The RFP Time Table was updated in Addendum #1 with a projected contract start date of May 1, 2018. That start date is still subject to change based upon the length of our various internal processes. The first six months of the contract are for the start-up period.

Question2: Safety - What is the required safety target for safe operations? Can you express this in a number? How will this requirement be tested?

Answer2: There is no a safety target but the proposer needs to implement a System Safety Program Plan (SSPP) in accordance to FDOT regulations. RTS will assist in the development of the SSPP and monitor compliance.

Question3: Performance - Is there a maximum downtime allowed? Especially taking into account the time it would take to recharge a battery?

Answer3: No downtime allowed. Proposer needs to be able to have additional vehicles if needed to avoid downtime.

Question4: Page 8-Intent - Is the city of Gainesville looking for an autonomous shuttle or an autonomous system that contains shuttles but also includes all ICT hardware, software, supervisory systems, etc.? Could you elaborate on this?

Answer4: Minimum requirement is to have an autonomous shuttle with capabilities to integrate with an autonomous system.

Question5: Page 8-requirements (a) - Could you please explain what is meant with 'able to continuously transport'? What are the required peak capacities per hour per direction (PPHPD) and how are they divided over the day? And what are the operational hours?

Answer5: Continuously transport means to provide regular scheduled service. No required peak capacities but frequency as displayed on RFP. Operational hours are minimum 10 hours per day and proposer needs to explain how they are going to provide it.

Question6: Page 8-requirements (a) - Could you explain why the speed limit is set to 15 mph? Is the impact on the transportation value of the proposed service known at these speeds? If a supplier can prove safety at higher speeds, is this allowed?

Answer6: We consider 15 mph is the maximum speed for safe operations of the shuttle. If the proposer can prove safety at higher speed, this would be acceptable. UF campus has a maximum speed limit of 20 mph.

Question7: Page 8-requirements (b) - Is there also a requirement to have the possibility to 'call' a vehicle and select a destination?

Answer7: Not required but desired and acceptable.

Question8: Page 8-Requirements - What is the required system availability? In other words, how does the city compare different suppliers on this matter?

Answer8: City will not compare suppliers, only proposals. Suppliers' performance and references as part of the team submitting the proposal will be reviewed.

Question9: Page 8-requirements (e) - What is the required reliability of the proposed wireless connectivity?

Answer9: One and a half nines (95%) high availability system characteristic is acceptable, within the proposed route. Three-nine (99.9%) high availability system characteristic is desirable, within the proposed route.

Question10: Page 8-requirements (f) - What is the required safety target and how will this be tested? In requirement (f), test on public roads is also mentioned. Is the scope of this RFP to test a shuttle service or to install a permanent, reliable and safety certified system? If the scope is to test, has the testing plan been defined? Who will conduct the tests? How will tests be evaluated? What are the criteria?

Answer10: There is no a safety target but the proposer needs to implement a System Safety Program Plan (SSPP) in accordance to FDOT regulations. The scope is to test and then install a reliable system. No test plan identified but it will be evaluated compared to the provision of a regular shuttle service. RTS will assist in the development of the SSPP and monitor compliance.

Question11: Page 8-requirements (f) - 'Proposer shall prove certification of their vehicle…' Is this correct or should the safety of the entire system be certified? Can you provide the regulations the system has to comply with?"(1) If a proposer cannot certify ….., an exemption for the National Highway Traffic safety Administration (NHTSA) must be obtained in order to test n public roads." At what point would this occur? Is there a specific process associated with this requests? What would be the time period associated with this process?

Answer11: To date, the NHTSA AV policies are only guidelines and not requirements, so we're still in this grey area where the local laws impact the ability of the vehicle to operate without a driver on the local roads (Florida State Law governs) and NHTSA mandates the details associated with the vehicle. NHTSA can allow a limited number of exemptions to their rules for individual vehicles.

There also isn't a certification process in place. The AV guidelines require that vehicle manufacturers "self-certify" but that is not clearly defined either, so there is no formal NHTSA certification process for the vehicles. I'm also not entirely sure how FTA fits in the mix. If anyone will "certify" the system, it would be NHTSA. Please see https://one.nhtsa.gov/nhtsa/av/av-policy.html for further reference.

Question12: Page 8-requirements (g) - This requirement would normally be part of our system design and based on proven technology. How can the safety of a system be calculated if it relies on applications that are not yet available? Or is the scope of this requirement to test new applications on proven and safety certified technology?

Answer12: Test new applications on proven and safety certified technology.

Question13: Page 19-Price - Should the price include all operations cost for 36 months? Who will be responsible for operations of the system/shuttle? Why is the proposed solution only intended for 36 months?

Answer13: The price proposal is to include all startup costs, the 36-month monthly service costs, and additional hours of service by the hour. The successful proposer will be responsible for the operations of the shuttle. The project is funded for 36-months. New dedicated funding must be identified for continuation of the project, i.e. extension of contract.

Question14: Page 19-Price - At (i) you ask for a price proposal of all start-up costs. Why is a storage and charging facility not included (iii)? Should the proposal for (iii) also include chargers and other equipment or should this be included in (i)?

Answer14: Storage and charging facility costs and all other equipment have to be included in the proposal. These costs are requested to be provided separately within the proposal per Section VII – Price Proposal on page 36.

Question15: Page 19-Price - Do the 36 months of service start after design and construction necessary (i.e., start up) to make system operational?

Answer15: Yes, the first six months of the contract are for the start-up period. The 36-months of service begin after the startup period ends. New dedicated funding must be identified for continuation of the project, i.e. extension of contract.

Question16: Page 19-Price - If road improvements on proposed project route are needed, will this have to be provided in "Section 6 - Price" of the Proposal under item (i) startup cost, as a separate line item? Also, will this need to be done by the Proposer before the 36 months of service may start?

Answer16: Road improvements, if proposed, need to be a separate line item on the cost proposal. Proposer will be responsible for any work construction and it must occur within the initial six month time frame before the 36-month service period begins

Question17: Page 19-Price - Based on "Section 6 - Price" under Section III - Price Proposal Format/A. Format and Contents of Proposal, it seems like there will be a design and construction (startup) phase plus 36 months of service. However, project term is only 3 years. Will the 3-year project term include the startup time? Or is this referring just to the 36-month service period? If it is the 36 months of service, how will the startup cost and time will accounted for? Please clarify.

Answer17: Yes, there is an initial six month startup period. The 36-month project term begins after the initial six month startup period ends.

Question18: Page 16-Operating requirements - 1.1: What is the required system availability and what is the required capacity (PPHPD)? Are their maximum waiting times defined?

Answer18: System availability would be measured by the provision of services as specified (10 min headways during peak and 20 minutes off peak), No capacity requirements, no maximum waiting times.

Question19: Page 16-Operating requirements - 1.1: How is the access to the corridor controlled? Are pedestrians and bicycles on the same lane or is there room to pass them in a safe way?

Answer19: It is up to the proposer to determine what type of access control will be implemented.

Question20: Page 16-Operating requirements - 1.2: What is the intended planning for this operating plan? Should there be an operational safety case?

Answer20: Proposer's operating and safety plan needs to be approved by the Project team prior to implementation of service.

Question21: Page 16-Operating requirements - There is a safe boarding and alighting operational request stated. What are the expectations in this regard? Can you provide examples?

Answer21: Safe boarding and alighting as a regular shuttle service.

Question22: Page 16 - Is Proposer responsible for recording public attitudes towards automation in transportation and documenting the safety benefits of such a service?

Answer22: Yes, there is a project funded by UF administration to evaluate the public's attitudes toward automation. Additional evaluations may also be conducted throughout the life of the project.

Question23: Page 16-Operating requirements - There is a Level 4 Autonomy operational request preferred. Level 4 is typically associated with no steering wheel and no supervision (on board). Could you explain what the expectations are? What does this mean in relation to having a safety steward on-board during operations? How should the level of Autonomy be proven by the suppliers?

Answer23: Proposer will determine how they will operate. No steering wheel or supervision would be acceptable as well as having safety steward on board.

Question24: Page 16-System requirements - 1.6: Should this be part of a design safety case? If so, what is the minimum requirement?

Answer24: Yes, should be part of the safety case.

Question25: Page 17-System requirements - 1.7: Should the vehicle, the system, a combination or both separately be certified? You mention 'their vehicle'. Does this mean you are looking for a system with one vehicle or more? Could you please elaborate?

Answer25: The number of vehicles would be up to the proposer.

To date, the NHTSA AV policies are only guidelines and not requirements, so we're still in this grey area where the local laws impact the ability of the vehicle to operate without a driver on the local roads (Florida State Law governs) and NHTSA mandates the details associated with the vehicle. NHTSA can allow a limited number of exemptions to their rules for individual vehicles.

There also isn't a certification process in place. The AV guidelines require that vehicle manufacturers "self-certify" but that is not clearly defined either, so there is no formal NHTSA certification process for the vehicles. I'm also not entirely sure how FTA fits in the mix. If anyone will "certify" the system, it would be NHTSA. Please see https://one.nhtsa.gov/nhtsa/av/av-policy.html for further reference.

Question26: Page 17-System requirements - 3.0 Proposer shall coordinate with the UF Testbed Project team. Could you explain what the scope and goals of this coordination will be?

Answer26: Additional information regarding the UF Testbed, named I-STREET, is provided at its website: http://www.transportation.institute.ufl.edu/istreet-about-us/. Coordination will involve, for example, the following: exploring jointly the use of novel sensor applications which may be installed on the shuttle; the use of the shuttle as a probe in data collection; and the use of the shuttle's communication capabilities in enhancing traffic signal control and other traffic management strategies.

Question27: Page 17-Testing plan - 1.3: As a system supplier we deliver a turn-key system that has already been tested before operations. Is the testing plan you are referring to meant for the period prior or during operations? How should the supplier keep the cost for testing during operations into account if it is not known what will be tested?

Answer27: If there is a supplier with a system that has already been tested, the proposer needs to provide proof of similar operations and its performance. Proposer needs to consider cost for testing in their proposals.

Question28: Page 17-Key performance measures - What Key Performance measures are you referring to? Could you give an example?

Answer28: Key performance measures may include comparison with other regular shuttle services, for instance, passenger per hour, ridership, service breakdowns, etc. Collaboration and data sharing capabilities will also be key performance factors.

Question29: Page 17-Ownership - Could you confirm that you will not be the owner of the system, including the vehicles? If not, is there an operator appointed by the city for public transport services?

Answer29: City will not be the owner of system or the vehicles. Successful proposer will operate the service. Not operator appointed by the City but will coordinate efforts to assist the proposer.

Question30: Page 17 - Who will develop and carry out the Evaluation Plan?

Answer30: Project team will develop an Evaluation plan with input from selected vendor. Proposer can submit a proposed plan to be approved by the evaluation team.

Question31: Page 17 - Are the "certain key performance measures" defined?

Answer31: Not defined key performances but may include comparison with other regular shuttle services, for instance, passenger per hour, ridership, service breakdowns, collaboration and data sharing capabilities, etc.

Question32: Page 18-Traffic conditions - From what we understand, the suggested project area is very busy during rush hours. How will the suggested service have added value if the shuttles are stuck in traffic? Is a dedicated lane an option for the city?

Answer32: Proposer needs to consider all these factors and how to mitigate traffic in the proposal. Dedicated lane would be considered depending on the proposal.

Question33: Page 19-Operating requirements - Could you elaborate on what the peak- and off peak hours are? What is the requested capacity during those hours? It makes a huge difference if, for example, a single shuttle with a capacity of 4 passengers meets the requested frequency requirements or a 24 passenger vehicle.

Answer33: Proposer will determine their peak and off-peak hours. In this area is normally 7:30 to 10:30 am and 3:30 to 6:30 pm. No peak capacity requested. It is up to the proposer to analyze the area and propose the level of service for the shuttle, including vehicle size.

Question34: Page 19-Operating requirements - What are the requested operational hours per day?

Answer34: 10 hours per day.

Question35: Page 19-Demonstration period - What will be the demonstration period? Is that the entire project term of 3 years? Could you please explain if you are looking for a demonstration, a test/trial or a permanent transit service?

Answer35: The 36-month project term is the demonstration period. If the project is successful and funding is identified beyond the 36 month term, then it may become permanent and the contract would be extended.

Question36: Page 19-Route - Our engineers need to assess the route options in order to ensure safe and reliable service. The route of course affects system pricing. Is a supplier expected to determine the route before responding to this RFP? What information about traffic densities and passenger flows on the different routes is available? Is there an Origin to Destination Matrix available to determine station locations?

Answer36: The route is part of the proposal. Some traffic information is on the GATRIC report. No Origin-Destination information available.

Question37: Page 19-Gainesville Autonomous Transit Shuttle (GAToRS) - If charging and storage is done at Original RTS facility at 100 SE 10th Avenue, Gainesville FL 32627, will the Proposer have to pay for electricity and included this is the 36 months service period?

Answer37: Proposer will be responsible for all operating costs including utility costs.

Question38: General - Are there systems engineering documents available for project? Will Project have to comply with the FHWA 23 Code of Federal Regulations (CFR) Rule 940 requirements?

Answer38: The Systems Engineering rule mainly applies to the federally funded projects.

Question39: Liability Insurance – Please confirm that all required liability limits can be met by any combination of primary and excess insurance.

Answer39: Yes.

Question40: Performance/Bid Bond – Please confirm no bid bond or performance bond is required.

Answer40: No performance or bid bond is required for this project.

Question41: Performance/Bid Bond – As opposed to terminating the contract for breach for the failure of a vehicle to perform, or otherwise seeking damages, would the City consider liquidated damages/disincentives for key performance metrics within a defined tolerance?

Answer41: The City would not agree to liquidated damages/disincentives for key performance metrics within a defined tolerance, in lieu of otherwise available remedies such as specific performance, or termination and damages for breach.

Question42: Performance/Bid Bond – To the extent waived by F.S. 768.28, will the municipality contribute to any loss for which it is liable (in whole or in part)?

Answer42: No.

Question43: Funding – Will this project receive any federal funds? If so, and in the event the autonomous shuttle leads to the displacement of public transit, traditional fixed route employees (perhaps due to decrease in service needs, (who will be responsible for any "13(c)" liabilities?

Answer43: No Federal funds, only FDOT funds during the demonstration period. This is considered a City project and City will coordinate with Amalgamated Transit Union (ATU) during the demonstration period and address any potential 13c issue.

Question44: Vehicle – Upon cessation of the project, will the Contractor retain the vehicles it has supplied?

Answer44: Vendor will retain ownership of vehicles.

Question45: Vehicle – In order to ensure a competitive range, would the City consider identifying a certain number of vehicles it would like supplied?

Answer45: No. The City wants to encourage creativity and innovation on proposals and would not consider number of vehicles.

Question46: Operations – Traffic patterns and studies are often difficult to predict and model in practice. Would the City consider a six-month test period for establishing realistic scheduling goals?

Answer46: The City will consider a three-month test period, but it must be part of the 36-month service period.

Question47: Operations – How are fares to be collected (if at all)?

Answer47: No fare collection during the demonstration period.

Question48: Operations – In the event of disruption to service, will there be a scheduled detour route or will some other alternative service be required?

Answer48: City will coordinate with vendor on a potential detour of route or service disruption. Proposer is encouraged to address potential service disruptions and how to address them.

Question49: Route/Facilities – Will Contractor be responsible for establishing and maintaining the designated stops, including E-hailing infrastructure?

Answer49: Contractor will establish the bus stop locations and coordinate facilities that will be maintained by the City or UF.

Question50: Route/Facilities – In the event the City's facility is used, will Contractor be responsible for utilities?

Answer50: Yes.

Question51: Route/Facilities – Will the City consider conducting in-person site tours for potential contractors?

Answer51: Proposer can coordinate site visits like any other agency but will not be in contact with staff that will be associated with the project.

Question52: In reference to: Section V. B. General Terms and Conditions 5. Insurance; Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage $1,000,000 per occurrence (combined single limit for bodily injury and property damage). Please confirm the City is seeking Commercial General Liability coverage with $1,000,000 limit per occurrence and in the aggregate, that includes bodily injury and property damage.

Answer52: Yes.

Question53: In reference to: Section V. B. General Terms and Conditions 5. Insurance; Automobile Liability Insurance. Property Damage $500,000 per occurrence (combined single limit for bodily injury and property damage). Please confirm the City is seeking Auto Liability with $500,000 combined single limit for bodily injury and property damage.

Answer53: Yes.

Question54: In reference to: Section V. B. General Terms and Conditions 5. Insurance; The City requires a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty (30) days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage. The standard is to provide Notice of Cancellation 30 days, 10 day for Non-payment. Please confirm that the City will amend this requirement to industry standard.

Answer54: Okay.

3. Clarifications requested to Questions/Answers in Addendum #1:

Question2: The RFP refers to "predefined stop locations" (page 16) but does not specify the number of stops to be served by the shuttle, and level of passenger amenities to be provided at

stops. Assume this information is available through the GATRIC study, and thus obtaining that information critical in assembling our proposal. What specification on number of stops and passenger amenities should be assumed at this point?

Answer2: The proposer will recommend bus stop locations and amenities.

Requested Clarification: Does the City want a certain type and number of passenger amenities at stops? Any construction or installation requirement will necessitate adding a contractor to the project team, and hence impact one's price proposal.

City's Clarification: For pricing purposes, the proposer will recommend bus stop locations and can coordinate with the City for proposed amenities along the route.

Question3: The RFP (page 17) mentions two locations where DSRC roadside units will be installed through a separate project along SW 13th Street at SW 4th Avenue and SW 2nd Avenue to allow transmission of SPaT and MAP messages. Will additional information be made available concerning this project, such as DSRC RSU vendor, SPaT/MAP broadcast methodology, timeline for installation, backhaul communications architecture, back-office data management, etc? Are additional locations planned for roadside unit installation in the identified transit AV shuttle service area? Is transit signal priority considered as part of the V2I "coordination" mentioned?

Answer3: RFP will be coming out this winter specific to SPaT and MaP. For more information on the Gainesville SpaT Trapezium project, please see: http://www.fdot.gov/traffic/its/projects_deploy/cv/MapLocations/Gains_Trapezium.shtm). We have not determined a vendor or data provider yet. Backhaul communications will be TCP/IP over Ethernet/fiber. The City has all signalized intersections online in this area.

Requested Clarification: The City's answer to the question was to send us a link to a map that shows where the DSRC units on 13th Street will be located and how it fits into a bigger project. It's not clear if (a) the City will want us to add more DSRC along OUR route selected for the shuttle, and (b) will the City want us to do Transit Signal Priority for the shuttle and if so using what CV application bundle (i.e., MMITSS or an alternative)?

City's Clarification: No additional DSRC RSEs (Road side units) will be required as part of this project. A DSRC OBU (On Board Unit) capable of receiving/sending data within the autonomous shuttle should be planned for. Transit Signal priority will NOT be required as part of this project.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 3 by his or her signature below, **and shall attach a copy of this Addendum to its proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 3 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: Transdev Services, Inc.

BY: Richard M. Alexander

DATE: 9/29/17

#170258C

AON

September 20, 2017

City of Gainesville
General Government Procurement
200 East University Avenue, Room 339
Gainesville, FL 32601

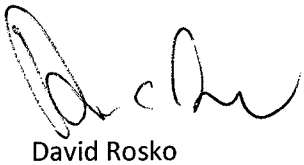
RE: Request for Proposal RFP No. RTSX-180030-DS

To Whom It May Concern:

Please be advised that Aon Risk Solutions is the current casualty insurance broker of record for Transdev North America, Inc. We understand that Transdev North America, Inc. can satisfy the minimum coverage limits set forth.

If you have any questions, please feel free to contact me at (312) 381-4274.

Respectfully,



David Rosko
Account Executive
Aon Risk Solutions

#170258C

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Insurance Company	24147
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Transdev Services, Inc.
720 E. Butterfield Road, Suite 300
Lombard IL 60148 USA

COVERAGES **CERTIFICATE NUMBER:** 570068427917 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			MWZY310761	07/01/2017	07/01/2018	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$1,000,000
							PRODUCTS - COMP/OP AGG	$1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			MWTB 21268	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$500,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC31076200	07/01/2017	07/01/2018	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570068427917