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Issue Date: February 8, 2019

Non-Mandatory Pre-Proposal Conference:
March 14, 2019 @ 10:00 a.m.
at Regional Transit System,
Administration/Operations Building,
34 SE 13th Road
Second Floor, Conference Room 5264
Gainesville, Florida

Bid Due Date: March 27, 2019 @ 3:00 p.m. local time

REQUEST FOR PROPOSAL

RFP NO. RTSX-190028-DS

**ADA PARATRANSIT SERVICE IN CITY OF GAINESVILLE AND
ALACHUA COUNTY (RFP TITLE)**

Procurement Representative:

Daphne Sesco, Procurement Specialist 3

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
ADA PARATRANSIT SERVICE IN CITY OF GAINESVILLE
AND ALACHUA COUNTY**

SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES

RFP#: RTSX-190028-DS

Due Date: March 27, 2019

A. INTRODUCTION/BACKGROUND

The City of Gainesville (hereafter "City") is requesting proposals from qualified providers to provide door to door ADA paratransit transportation services to CITY and Alachua county residents and visitors, including all the resources necessary to provide such services as may be required by the Federal Transportation Administration (FTA), Florida Department of Transportation (FDOT), the Community Transportation Coordinator (CTC) and the CITY to meet the needs of the CITY 'S paratransit program. These services will be provided under the Americans with Disabilities Act (ADA).

B. RFP TIME TABLE

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

RFP available for distribution	February 8, 2019
Non-Mandatory Pre-Proposal Conference	March 14, 2019 (10:00 a.m. local time)
Deadline for receipt of final questions	March 19, 2019
Deadline for receipt of proposals	March 27, 2019 (3:00 p.m. local time)
Evaluation/Selection process	Week of April 8, 2019
Discussions, if conducted	Week of April 22, 2019
Projected award date	May 2019
Projected contract start date	October 1, 2019

C. PROPOSAL SUBMISSION

One original and 4 copies (a total of 5) of the complete proposal must be received by March 27, 2019 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 Purchasing
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), March 27, 2019 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. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference has been scheduled for Thursday, 10:00 a.m. on March 14, 2019 at Regional Transit System, Administration/Operations Building, 34 SE 13th Road, Second Floor, Conference Room 5264, Gainesville, FL. At that time, prospective proposers or their representatives may discuss any questions pertaining to the project.

E. CONTACT PERSON

The contact person for this RFP is Daphyne Sesco, Procurement Specialist 3, 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 Division 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. CONFIDENTIAL AND/OR EXEMPT INFORMATION

Florida's Public Records Law

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, formatting, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the agency, are public records. (Section 119.011(12), Florida Statutes). Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public records. (Section 119.07(1)(a), Florida Statutes). Accordingly, all responses to bids, and the documentation and materials attached to bids or provided to the City in connection with a bid are considered to be available for public inspection and copying unless the public record is confidential and/or exempt.

How to Designate Information as Confidential and/or Exempt

If a bidder believes that its response contains information that is confidential and/or exempt (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must:

1. Provide a **redacted** hard copy of its response which will be available for public inspection.
2. Provide an electronic copy of the **redacted** document in a pdf format (CD or flash drive).
3. Provide one (1) original and four (4) **unredacted** copies of the proposal in a separate envelope, with the confidential and/or exempt information highlighted in yellow.
4. On the outside of the envelope containing the **unredacted** document, provide a general description of the information bidder has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.

How the City will Handle Material Identified as Confidential and/or Exempt

The City's evaluators will be provided with the complete proposal, including any confidential and/or exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which bidder claims is confidential and/or exempt, the City will notify the bidder and give the bidder a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a bidder at the conclusion of the bidding process.

City's Position Regarding Claims of Confidential and/or Exempt Information

The City offers no opinion as to whether a bidder's reference to any Florida or Federal statute is correct and/or accurate. The City does not warrant or guarantee that any information designated by a bidder as confidential and/or exempt from disclosure conforms to the requirements of Florida or Federal law.

Bidder to Defend, Indemnify, and Hold City Harmless in the Event of a Public Records Request

Bidders should be aware that the designation of information as confidential and/or exempt may be challenged in court by any person or entity. By designating information as confidential and/or exempt, the bidder 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 a bidder's designation of information as confidential and/or exempt, 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 a bidder's designation of information as confidential and/or exempt.

Waiver of Claim of Confidential and/or Exempt

Failure to comply with the requirements above shall be deemed a waiver by a bidder to claim that the information in its proposal is confidential and/or exempt.

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. 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.

S. 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.

T. 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.

SECTION II – SCOPE OF SERVICES

A. INTENT

It is the intent of the City of Gainesville (hereafter referred to as “CITY”) and the Regional Transit System (hereafter referred to as “RTS”) to obtain proposals for a qualified CONTRACTOR to provide door to door ADA Paratransit Services to CITY residents and visitors, including all resources necessary to provide such services as may be required by the CITY to meet the needs of the CITY’S paratransit program.

B. MINIMUM REQUIREMENTS

The CITY and RTS are requesting statements of qualifications and proposals from firms interested and capable of providing ADA Paratransit Service for CITY. The intent is to award the contract to one CONTRACTOR to provide ADA Paratransit service. The CITY and RTS encourage, but does not require the participation of DBE (Disabled Business Enterprise) subcontracting opportunities. ADA Paratransit Services include, but are not limited to the supply of vehicles, vehicle maintenance services, contract administration, billing, reporting and other services as defined in this RFP. Proposers should enter into this process seriously with the same commitment as the CITY has to improving mobility for residents through paratransit service that safely transports our customers to their destinations reliably with care and respect. The ideal Provider will be able to meet the requirements and performances contained herein and above all, share the fundamental philosophy of the CITY- the customer comes first!

The CITY is seeking one CONTRACTOR to provide ADA Paratransit Services within the ADA service area which is primarily within the Gainesville City limits and any residence that has a Gainesville address in unincorporated Gainesville.

Service Estimate

Estimated ridership is for Contractor guidance only and no guarantee is given or implied as to the actual ridership during the term of the Agreement.

*The annual trip amounts for FY 2013 - 2018 are based on actual billed trips.

Annual Trips

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
49,339	50,461	50,376	48,661	51,086	56,952

The CONTRACTOR will be required to schedule and dispatch all trips, prepare vehicle routes, prepare required reports, handle customer concerns and commendations, and determine if the client's ADA certification is current. RTS will monitor the performance of the selected ADA Paratransit Provider.

Proposal response format should follow in the order listed in Section VI Technical Specifications. Bidder should provide specifics of how they will provide or meet the various requirements stated in the RFP. Bidders must clearly demonstrate they have the capacity to comply with the requirements of this RFP. Do not state in responses "we will comply with the minimum requirements" as this is not an acceptable response to demonstrate the capacity to comply with RFP requirements.

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.

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

- Bidder's operating facility must be located in the City limits and off of a fixed route
- Bidder must be willing to employ or procure Trapeze Software and either PAS Mon or a data plan to operate Mobile Data Terminals (MDTs) or GPS capable tablets and the software necessary to provide location and changes to scheduled pickups or drop offs
- Bidder must have either operational Mentor MDTs or tablets in all vehicles
- Bidder must have a minimum of 5 years of providing ADA paratransit service

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, except that the criteria listed below (in order of relative importance) will be used in place of those set forth in the handbook. The proposals will be evaluated in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. 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:

- 1) Price/Cost
- 2) Technical Qualifications
- 3) Business Model Used to Undertake Project
- 4) Software Used to Operate MDTs
- 5) Staff Allocations
- 6) Degree Bidder is Able to Comply with the Overall RFP Requirements
- 7) Experience Providing ADA Paratransit
- 8) Vehicle Requirements
- 9) Training Program for Drivers and Office Personnel
- 10) Drug and Alcohol Program
- 11) Criminal Background Checks

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.

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 be 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 advantageous 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 utilized, 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 compliance 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.

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 on October 1, 2019 and will continue for five (5) years, 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--(name, telephone number, e-mail address, and mailing address).

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.
- 1.2 The CONTRACTOR shall provide door to door ADA paratransit transportation services to CITY and Alachua county residents and visitors, including all the resources necessary to provide such services as may be required by the Federal Transportation Administration (FTA), Florida Department of Transportation (FDOT), the Community Transportation Coordinator (CTC) and the CITY to meet the needs of the CITY 'S paratransit program. These services will be provided under the Americans with Disabilities Act (ADA).
- 1.3 The CITY will manage the contract, and will be the final arbiter in all disputes. To ensure the continuation and level of service for the ADA clients the CONTRACTOR may be required to modify the services provided hereunder consistent with such federal, state, local or City action or regulation.
- 1.4 The CITY will:
 - a. Ensure the client's ADA Paratransit certification is current.
 - b. Audit CONTRACTOR'S invoices prior to reimbursement.
 - c. Provide a minimum of fourteen (14) cutaway paratransit vehicles to be used to provide ADA service.
 - d. Ensure the Drug and Alcohol Program is run correctly and will accompany the CONTRACTOR when inspections are done on the facilities that conduct Drug and Alcohol testing.
- 1.5 The CONTRACTOR must:
 - a. Schedule trips and take reservations for ADA paratransit service.
 - b. Input trip information into the paratransit scheduling software.
 - c. Accept requests for trip changes, including trip cancellations, from the rider(s).
 - d. Provide trip manifests to pick up and deliver ADA riders.
 - e. Record and investigate passenger complaints and commendations.
 - f. Conduct on-the-road observation and reporting of any discrepancies by drivers providing ADA service.
 - g. Maintain Trapeze paratransit scheduling software.
 - h. Provide technical and training support regarding the use of Trapeze scheduling software.
 - i. Train all administrative staff and certify all drivers. The CONTRACTOR shall provide driver training to ensure compliance to ADA law and regulations. Prior to transporting riders, drivers will successfully complete all training requirements specified herein, as they may be amended from time to time.
 - j. Run a Drug and Alcohol program (including testing) to ensure drivers are compliant with federal and state requirements. The CONTRACTOR will be responsible for all costs associated with the testing program. The CONTRACTOR shall require drug and alcohol testing of its employees including but not limited to pre-employment, reasonable suspicion, post-accident, and follow-up. The CONTRACTOR must take their employees at the CONTRACTOR'S expense to a CITY approved facility.
 - k. CONTRACTOR will comply with the reporting requirements under C 4704.1: The Equal Employment Opportunity (EEO) circular. The circular requires annual collection of data for submission in the EEO plan. The completed EEO plan will be submitted to the CITY triennially in January.
 - l. Coordinate trips with the Community Transportation Coordinator (CTC) to ensure trips are provided under the correct funding source. The CTC will be responsible for Transportation Disadvantaged (TD) trips.
 - m. Accomplish annual reviews of individual driver's responsibilities and performance.
 - n. Accomplish semi-annual observations of the driver's on-the-job performance.
 - o. The CONTRACTOR, at the owner's expense, is required to return any personal belongings left on vehicles, to the riders (if known) who left them, within three (3) business days.
 - p. The CONTRACTOR shall be responsible for all negligent, intentional, malicious, wrongful acts and omissions of its employees, sub-contractors, agents, or assigns, and their respective officers, employees, servants, or agents, and any other person performing any portion of this work under this contract or a subcontract with the CONTRACTOR. The CITY shall have no liability as a result of any negligent, intentional, malicious, wrongful acts or omissions of the CONTRACTOR, its sub-contractors, employees, servants, agents, or assigns.
 - q. The CONTRACTOR warrants that it will utilize only competent and skilled employees in the performance of the work under this contract, and that it will not assign any person to perform work who is unfit or unqualified to perform the task assigned.

- r. The CONTRACTOR further acknowledges that its performance of the work hereunder will require daily contact with the users of the CITY'S paratransit system, and interaction with the CITY and CITY staff, and members of the public.
- s. The CONTRACTOR agrees that it will utilize only personnel who are polite and courteous and who exhibit those traits necessary to provide a high level of customer service.
- t. The CONTRACTOR agrees to conduct criminal background checks on all personnel.

B. BACKGROUND

- 1.1 Gainesville is the largest city in Alachua County. It serves as the cultural, educational and commercial center for the North Central Florida Region. The CITY owns a regional transit system, a 72-par championship golf course, and a utility. Gainesville is also home to Florida's largest and oldest university, and is one of the state's centers of education, medicine, cultural events and athletics. The University of Florida and Shands Hospital at UF are the leading employers in Gainesville and provide jobs for many residents of surrounding counties: Gainesville is located in North Central Florida. The population of Gainesville as of 2017 is approximately 132,250 and the incorporated and unincorporated area is approximately 54 square miles.
- 1.2 The CITY's current contract with MV CONTRACT TRANSPORTATION INC., for paratransit services is due to expire September 30, 2019. If necessary, RTS will contract with MV CONTRACT TRANSPORTATION INC., to continue to provide ADA paratransit service on a month to month basis until the RFP process is complete and a new paratransit contract is awarded.

C. GENERAL OVERVIEW

1.1 DEFINITIONS:

- a. Acceptance - as used in this Scope of Work means the act of an authorized CITY representative approving specific services or reports, as partial or complete in the performance of the contract.
- b. ADA - The Americans with Disabilities Act of 1990 is a federal law that prohibits discrimination against individuals with disabilities in connection with the provision of transportation service. The law requires complementary paratransit services be provided for individuals with disabilities who are unable to use a fixed route transportation system.
- c. AVL - an Automatic Vehicle Locator is a device that makes use of the Global Positioning System (GPS) or other location technology to enable a business or agency to remotely track the location of its vehicle fleet by using the Internet.
- d. Claim- as used in this Scope of Work, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.
- e. Consecutive Trips - Consecutive trips will be scheduled a maximum of 90 minutes apart. Trip travel time will not be included in the determination of when the return trip can be scheduled.
- f. Complementary Paratransit Service (CPS) -Door to Door service required by the ADA, for individuals who are not able to access a fixed route bus due to a disability.
- g. Community Transportation Coordinator (CTC) - The Florida Commission for the Transportation Disadvantaged designates a Community Transportation Coordinator (CTC) for each county/service area. This designation is determined via a procurement process when organizations other than a City or County government agency apply to be the CTC. The CTC provides access to several transportation services under one roof, thereby allowing the most expeditious use of transportation resources to the community. Florida Statutes define CTC operating perimeters and require CTC concurrence when providing service within their jurisdiction.
- h. Dedicated Vehicles - are vehicles which are provided solely for use in this contract and will not be used in any other capacity.
- i. Door-To-Door Service - is defined as service from the first floor front door or main lobby of a rider's origin to the first floor front door or main lobby of the rider's destination. It is not the driver's responsibility to go through the door or to search for passengers.
- j. Formal Grievance - A formal grievance is a complaint that is lodged to document serious concerns regarding the administration or operation of the ADA Paratransit service and/or the fixed route service.
- k. Manifest - a specific itinerary of trips assigned to a specific vehicle.
- l. MDT - Mobile Data Terminal - small computer terminal operating in a vehicle, MDTs are usually linked with Computer Aided Dispatching (CAD) systems and can be used for all non-voice communications.
- m. Missed Trip - A missed trip is a trip that was not performed regardless of the reason for non -performance or was performed more than one (1) hour after the end of the pick-up window.
- n. Mobility Aided Trip - When the rider is traveling in a wheelchair or scooter and the driver has to use the four point securement system to secure the rider. Use of the lift to board a passenger does not constitute a mobility aided trip. Use of walkers by passengers will not be considered or charged as a mobility aided trip.
- o. Monitoring - activities performed by the CITY or other federal, state or local governmental entities with regulatory authority over ADA trips to ensure compliance with current laws, regulations, and procedures and with all aspects of this contract. These measures may include but not be limited to, examination of electronic data, all files, records, vehicles,

facilities, equipment, personnel, securement devices, and service delivery. Monitoring may be conducted with or without notice.

- p. No-Show - A No-Show is when you schedule a Paratransit trip, but then you:
 - i. Without any notice to MV Transportation, fail to take your trip.
 - ii. Cancel the trip too close to your scheduled pick-up time to allow the trip to be rescheduled for someone else.
 - iii. Without any notice to MV Transportation, delay your scheduled trip.
 - iv. The driver arrives at a drop-off location and the rider delays the van by not getting on the van within the 5 minute time limit; by not getting off the van, or when no one is at the location to receive the rider and the rider cannot be left unattended.
- q. Reasonable Modification - CONTRACTOR will attempt to make a "reasonable modification" to their usual ways of providing service when necessary to accommodate people who have disabilities. The exception is if the public entity or CONTRACTOR can demonstrate that making the modification would fundamentally alter the nature of the service, program, or activity.
- r. Road Call - any mechanical failure of a vehicle in service which results in the interruption of service requiring intervention.
- s. Service animal - any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, psychiatric, sensory, intellectual or other mental disability. Examples of service animals may include: guide dogs, service dogs and signal dogs for the deaf. Service animals do not have to be identified by a special leash, harness, or other identifying equipment. Therapy or comfort animals/dogs are not considered a service animals/dog by the Federal Guidelines and are to be considered pets. They are required to be in carriers when traveling on the vehicle.
- t. Services - as used in this clause, include services performed, workmanship, and material furnished, utilized or required in the performance of standards and this contract.
- u. Service Window - Pick-up or drop off time is 0/+ 30 minutes.
- v. Time in Vehicle - Excessively long trips maybe be defined in one of the following ways: trips that are longer than a set amount of time; Trips that are considerably longer than comparable fixed route trips; i.e. trips that are more than twice as long as fixed-route trips from and to the same origins and destinations at the same time a day.
- w. Trip Denial - A trip request is considered denied if it cannot be accommodated at all or if it cannot be accommodated within one hour before after the requested pick up time. Trips scheduled more than an hour from the requested time should be recorded as denials even if the person accepts the different time since they may be taking the time offered only because they have no other option. If the passenger requests a round trip and only one leg of the trip can be accommodated and the customer declines the one-way trip offer both legs of the trip need to be counted as denials.
 - Trip request need not be considered a denial if the time is it within one hour of the requested pick up time and if the time offered is not accepted by the passenger as long as it is within the hour then the refusal does not need to be considered a trip denial.
 - There are two types of denials: Capacity Denial and an Adversarial Denial. 1) A Capacity denial is recorded if the trip request cannot be accommodated at all or cannot be accommodated within the hour of the requested pick up time. 2) Adversarial denial is if a trip is offered within an hour of the requested time but refused by the passenger.
- x. Valid Complaint - is any complaint in which the CONTRACTOR has been found to be "at fault." At fault status is determined by the RTS ADA Transit Coordinator based on investigation of the situation presented by the client or the CTC. The CONTRACTOR'S explanation of the circumstances, which caused the situation to occur, will be included in the determination of fault.
- y. Wheelchair - is a wheelchair that does not weigh more than 600 pounds when occupied. Wheelchairs are defined to include both three-wheeled and four-wheeled mobility aids. Three-wheeled "scooters" and other non-traditional designs that fit these standards must be transported. This definition may be modified to remain consistent with federal, state or local regulations relating to the delivery of program services as deemed necessary by CITY.

1.2 SERVICES TO BE PERFORMED:

Unless otherwise directed by the CITY, the CONTRACTOR will be responsible for providing the following services and resources, as described herein and as such may be modified by CITY from time to time:

- a. Acquire and maintain dedicated vehicles to provide ADA paratransit service in accordance with all requirements.
- b. Provide all personnel necessary to successfully perform this contract in accordance with all requirements.
- c. Establish, utilize, and maintain an operations/maintenance facility in accordance with all requirements to provide contracted ADA paratransit service.
- d. Provide telephone equipment with the ability to record calls and the ability to consecutively field numerous incoming calls in accordance with all necessary timing requirements stipulated in Federal Quality Assurance Program.
- e. Provide all vehicles with a two-way radio system and either GPS equipped Tablets or Mentor Mobile Data terminals compatible with PAS-Mon and Trapeze Paratransit Software in accordance with the terms of the contract.
- f. Provide door-to-door transportation to ADA paratransit riders, in accordance with all requirements, and in accordance with all federal, state, local and CITY requirements.

- g. Gather, maintain, and complete vehicle manifests, reports, documentation, and data in accordance with all requirements.
- h. For each assigned trip, provide documentation in accordance with all requirements.
- i. Comply with all federal, state, local and CITY requirements applicable to the delivery of services and the full performance of this contract.
- j. The CONTRACTOR shall provide all dispatching required by CITY utilizing such equipment, materials, software and minimum staffing levels required by CITY.
- k. CONTRACTOR will select a Road /Safety Supervisor to provide road supervision to observe service operations and to ensure safe road operations.
- l. The CITY applies for Federal Grant 5310 and 5311 funds. When awarded the CONTRACTOR will provide trips under these funding sources. The rates for the 5310 trips will be same as ADA Paratransit Rates established by this contract. The 5311 trip, which are primarily rural trips, rates will be the same as the rates stipulated by the Transportation Disadvantaged Commission for Alachua County using the "rate calculation model", which is submitted yearly by the CTC for approval by the Local Coordinating board (LCB). Who in turn submits the rate to the Commission for the Transportation Disadvantaged (CTD) for final approval.

1.3 SERVICE AREA:

The ADA Complementary Paratransit service (CPS) service area must be to origins and destinations within a maximum corridor of $\frac{3}{4}$ miles on either side of a fixed-route and any origin and destination within the CITY limits of Gainesville or as specified by the CITY. A service area map will be prepared and made available to the CONTRACTOR.

1.4. SERVICE HOURS:

- a. The CONTRACTOR will provide vehicles Monday through Friday from 6:00 a.m. to 9:00 p.m.; Saturday 6:00 a.m. to 7:30 p.m. and 9:00 a.m. to 6:00p.m. on Sunday.
- b. No ADA service will be provided on the holidays when the RTS fixed route is not running.
- c. The CITY reserves the right to adjust service hours as it may require. The CONTRACTOR shall deliver transportation services on such days and during such hours as directed by the CITY in writing.
- d. RTS will provide ADA service after 9:00pm to ADA riders within the late night service area one or two passengers as requested. As needed, the CONTRACTOR will make the reservations for RTS during the hours established by the CONTRACTOR to take reservations for ADA paratransit service and then coordinate with RTS on the date, time and location the after-hours service is requested.
- e. As needed the CONTRACTOR will provide service after 9 p.m. in the late night service area when necessary to accommodate travel requests for 3 or more passengers traveling in a group to attend an evening function.

1.5 METHOD OF PAYMENT AND BILLING REPORTS:

The CITY will pay these fees less the ADA Complementary Paratransit Service fare co-pay (double the fixed route fare) on a monthly basis within 30 days of receipt of an acceptable invoice for services. Invoices should be received no later than the 10th day following the preceding month of service. The invoices for service shall include the name of the passenger, origin, destination, time of pick up and date.

- a. All trip records shall be retained for a minimum of three years after provision of service.
- b. All trip records shall be open for inspection and audit during regular business hours and days.
- c. Once the CITY receives the CONTRACTOR invoice, the CITY will verify the information on the invoice. If there is a discrepancy, the CITY will work with the CONTRACTOR to resolve the discrepancy and the CONTRACTOR will provide the CITY with a corrected invoice.

1.6. FARES:

Fares charged to a certified ADA paratransit eligible rider can be no more than twice the full fare for a comparable fixed route trip.

- a. Current price for ADA trips is double the fixed route fare per one-way trip.
- b. Personal Care Attendants (PCA) may not be charged nor will the CITY reimburse PCA trips.
- c. Travel companions shall be charged the same fare as the ADA eligible rider per one-way trip.
- d. The fare will be established by the City Commission. The fare may be paid in cash or courtesy passes. The CITY reserves the right to change the fare amount at any time
- e. The manifests and schedules shall provide complete instructions regarding the passenger to the driver and concerning the amount of fares to be collected.
- f. The driver is required to collect the fare specified on the manifest or schedule at the time the vehicle arrives to transport the rider(s).

- g. If a rider does not provide the appropriate fare, the driver is required to notify the dispatcher and annotate the manifest and deny service if the rider is at their residence. The CONTRACTOR will not hold the CITY liable for uncollected fares.
- h. Upon approval of RTS, the CONTRACTOR may sell passes, tickets or other fare media for ADA demand response service. The CONTRACTOR is responsible for all costs associated with producing such media.
- i. The CONTRACTOR is prohibited from transporting riders who fail to present the appropriate fare unless failure to transport the rider would result in the rider being stranded away from home. In such instances the CONTRACTOR will transport the rider and treat the incident as a matter of rider misconduct, which is subject to the client code of conduct.
- j. Drivers are absolutely prohibited from accepting gifts or gratuities of any kind, either as payment of a fare or in addition to the payment of a fare.
- k. The CONTRACTOR will retain all fares, which are received in the form of cash as partial payment for services rendered.
- l. The fare amount and accepted method(s) of payment for this program will be defined by the CITY and are subject to change.
- m. The Manifests and Schedules provide complete instructions to the driver concerning the amount of fares to be collected.
- n. The CITY will only be charged for a mobility aided trip if the 4 point securement system is used. Since the CITY provides lift equipped vehicles just the need for a lift does not constitute a mobility aided trip.
- o. CITY may modify these requirements from time to time and add additional requirements so long as such modifications or additions do not substantially and materially alter CONTRACTOR responsibilities.
- p. The CONTRACTOR will make a "Reasonable Accommodation" upon Rider request. The accommodation will be reviewed with the CITY to determine the validity of the request and see if meets the standards of a Reasonable Accommodation.

D. VEHICLES

1.1 Sufficient Fleet

The CONTRACTOR shall define a sufficient number of vehicles to meet service levels, as they may vary over time, and must include spare vehicles to allow for routine servicing, repairs, vehicle breakdowns and similar occurrences as may be reasonably anticipated. Vehicles used in the provision of this service must meet the age and mileage requirements set forth by FTA and FDOT regulations.

- a. The CONTRACTOR will allow vehicle inspections by CITY personnel at a minimum of twice a year. The CITY will schedule inspections to minimize the impact on service delivery but reserves the right to conduct unannounced inspections.
- b. All vehicles used in the transportation of wheelchairs and other mobility devices will comply with all provisions of applicable federal, state, local, county and City requirements, including the ADA, 49 CFR, Section 37 and 38, and all applicable provisions of the City of Gainesville Vehicle for Hire ordinances, as any or all may be amended or superseded from time to time.
- c. All newly acquired accessible vehicles must have transit style doors for easy boarding and alighting. Portable stools will not be acceptable.
- d. The paratransit vans provided to the CONTRACTOR will not be used outside the ADA service area. All of these vehicles must be maintained in accordance with all requirements outlined herein.
- e. CONTRACTOR will not provide ADA service in vehicles that are past FDOT useful life standards of older than 5 years and have more than 200,000 miles. Waivers may be granted on a case to case basis if it can be shown that replacement vehicles have been ordered. The CITY provides vehicles to aid the CONTRACTOR in keeping service costs down but does not relieve the CONTRACTOR from maintaining the fleet age within FDOT and Federal Transit Administration (FTA) requirements.
- f. CONTRACTOR will be able to respond to requests by the CITY to provide larger vehicles to provide additional service if required. (Ex., Park and Ride services to the outlying cities).
- g. The CONTRACTOR is required to display the CONTRACTOR 'S name, telephone number and a "Vehicle Identification Number" on the exterior of the vehicle, in two (2) inch black letters. The exact specifications for placement will be determined by the CTC.
- h. The CONTRACTOR is prohibited from displaying any advertising material on the exterior and interior of any vehicle performing work on this contract, unless expressly authorized in writing or provided by the CITY.
- i. Drivers are prohibited from distributing any materials to riders, which have not been pre-approved, in writing, by the CITY.
- j. Each vehicle will have an interior sign stating that smoking on the vehicle is strictly prohibited and that eating and drinking are prohibited unless medically necessary.

1.2 RTS Leased Vehicles

- a. To assist in the provision of ADA services, the CITY will lease to the CONTRACTOR a minimum of fourteen (14) ADA compliant vehicles at the rate of One Dollar (\$1.00) annually. The CONTRACTOR may use these vehicles for coordinated

paratransit service and is subject to the insurance requirements contained in this Agreement. The CONTRACTOR will use FDOT and FTA guidelines for paratransit vehicle maintenance. The CONTRACTOR agrees to maintain the vehicles using the standards outlined in FDOT guidelines. Appropriate maintenance and repair records will be made available to the CITY as requested.

- b. A weekly mileage report must be submitted to the CITY from the CONTRACTOR by 9:00 am the first business day of each week for each vehicle leased to the CONTRACTOR.

1.3 The CONTRACTOR, if necessary in order to meet increased demand, is required to provide additional vehicles and sufficiently trained drivers within THIRTY (30) DAYS of receipt of written notice from the CITY. Nothing contained in this document shall preclude the CITY from adding additional paratransit service providers, if in the sole discretion of the CITY, the CONTRACTOR lacks sufficient capacity or is unable to provide the required additional capacity or if the CITY determines that program services will be improved by the addition of other paratransit service providers.

1.4 Vehicle Size and Capacity:

- a. One hundred (100%) percent of all vehicles will be ADA compliant and wheelchair accessible.
- b. The CONTRACTOR is prohibited from using any vehicle on this contract which exceeds five (5) model years of age and have more than 200,000 miles. The CONTRACTOR must propose to the CITY what their vehicle retirement plan will be. Use of vehicles not meeting the specifications will be deemed a breach of contract. The CITY reserves the right to provide or not to provide the CONTRACTOR with CITY owned replacement vehicles.
- c. All vehicles providing ADA paratransit service will comply with all provisions of applicable federal, state, local and City requirements, including the ADA, 49 CFR Parts 37 & 38, and Section 41-2: Commission for the TD, Section 341.061, Florida Statutes (F.S.), Florida Administrative Code (F.A.C.) Chapter 14-90, Equipment and Operational Safety Standards for Bus Transit System and all applicable provisions of the Gainesville City Vehicle for Hire Ordinances, as any or all may be amended or superseded from time to time.
- d. All Cutaway vehicles must be equipped with a manually operated, outward opening "transit style" door located opposite the driver. When fully open, the door shall be at a 90-degree angle in relation to the vehicle body. The door shall have a clear opening width of 23 inches (minimum) as measured from inside edge to inside edge of door frame and a full height of 82 inches (minimum) clear "walk-in" headroom as measured from the top of the front first step to the entrance header.
- e. All seats on board every vehicle must be equipped with either armrests or padded grab handles.

1.5 Vehicle Standards:

The CONTRACTOR is responsible for ensuring that all vehicles meet the following minimum requirements, as they may be modified from time to time by federal, state or local law, and that no driver is allowed to operate any vehicle that does not meet these requirements:

- a. All vehicles will be maintained in good overall operating condition. Vehicle exteriors will be washed and interiors will be swept and cleaned daily before the vehicle is put into service. Once a week all vehicles must undergo a deep cleaning and sanitizing by washing all windows, seats, floors, seatbelts, lifts, etc., with a germ killing cleanser. All vehicles will have exteriors free of broken mirrors, broken or cracked windows, graffiti, grime, rust, chipped paint, dents, and body damage. Each time the vehicle is cleaned a record will be kept for a minimum of fourteen (14) days in the vehicle. This record must state what was washed, who washed it, and when it was washed.
- b. Each vehicle will be equipped with:
 - 1) A dry chemical, type A-B-C fire extinguisher with a minimum of a five pound capacity equipped with a pressure gauge, mounted and easily accessible to the driver.
 - 2) A first aid kit with a minimum of twenty-four (24) items as specified by the FDOT, Public Transit Office, Technical Specifications for Modified Vans (Document FVPP00-01-MV), mounted at a location easily accessible to the driver.
 - 3) Three safety triangles or three road flares secured in a convenient location, which will not interfere with passengers.
 - 4) Blood borne pathogen spill kits ("Bio-Hazard Kit").
 - 5) Emergency web-cutter.
 - 6) Seatbelts for all occupants of the vehicle including the driver.
- c. Any other equipment, agent, product or material required by federal, state or local law or, which may be required by CITY from time to time.
- d. No vehicle will be operated without all required safety equipment being on board at all times.
- e. The wheelchair securement system must comply with the ADA SAEJ2249 and ISO 10542, as it may be amended from time to time. Wheelchair securement system belts must be retractable to prevent accidental tripping, and must swivel to accommodate wheelchairs of various widths. Wheelchair securement system securing retractors must be self-locking and self-tensioning to automatically take up slack, must not require the driver to manually adjust tension, must have a "J" shape end for ease of use. All four (4) wheelchair securement system securing retractors must be the same size and shape to be interchangeable to avoid placement confusion. The occupant restraint system must have an emergency locking retractor with retractable height adjuster. Wheelchair securement systems must be of an "L" track design. All wheelchair securement systems will accommodate forward facing mobility devices.

- f. All ambulatory seating will be forward facing.
- g. Lifts and entrance ways will be in compliance with ADA requirements.
- h. Minor body damage, which does not affect the safety or performance of the vehicle, must be repaired within thirty (30) calendar days of occurrence.
- i. All maintenance for CITY furnished equipment shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall make all CITY provided vehicles available to the RTS staff to ensure cleanliness standards are met and vehicle maintenance is accomplished and required inspections are completed.
- j. Each vehicle will have an interior rear-view mirror and side-view mirrors mounted on both sides of the vehicle and will have unobstructed vision on all sides. Each vehicle will have sufficient functioning lights within the interior compliment and will have a functioning horn and all standard equipment safety features (e.g., hazard flashers, etc.) will be maintained in operable condition. Flooring (aisles, steps, and floor areas) must be slip resistant to ensure rider safety.
- k. Each vehicle will have functioning mechanisms that ensure all doors are capable of being opened from the inside, and remain closed and secure while the vehicle is in motion.
- l. Each vehicle will be weather-tight and free of leaks. The engine compartment will also be free of leaks from oils and fluids.
- m. Passenger compartments will be free from torn or excessively worn floor coverings or upholstery. Seats will not be broken, damaged or have protruding sharp edges.
- n. The CONTRACTOR will provide placards for each vehicle that state a toll-free number and address for complaint/commendation to be posted inside each vehicle.
- o. Vehicle Air Conditioning System:
 - 1) The air conditioning system and its performance is of paramount importance to the CITY. Particular attention should be directed to the high summer temperatures, rainfall, and humidity factors found in Gainesville, Florida. The performance of the air conditioning systems offered shall meet the requirements outlined by the CITY below.
 - 2) The air conditioning system will be furnished with heating and ventilating systems, designed to operate in Gainesville, Florida, is manually controlled from the driver's area, and is capable of lowering the inside temperature.
- p. Each vehicle will have a functioning speedometer, properly calibrated, indicating speed in miles per hour and an accurate functioning odometer indicating distance traveled in units of tenths of a mile.
- q. The first step to board the vehicle will not be more than eleven (11) inches from the ground.
- r. All vehicles will be painted white with CITY approved adhesive lettering and signage.
- s. The CITY reserves the right to remove any non-compliant vehicle from service at the cost of the CONTRACTOR.
- t. All vehicles must be re-inspected by the CITY before being put back into service.

1.6 Required Vehicle Maintenance Procedures:

To ensure that vehicles are maintained in proper working order, the CONTRACTOR is required to utilize the following maintenance procedures:

- a. Pre-Trip Inspections:
 - 1) Pre-Trip inspections are required to be performed according to F.A.C. Rule 14-90.006. Records of such inspections will be retained by the CONTRACTOR for at least one (1) year from the date of inspection.
 - 2) The results of the pre-trip inspection are to be documented on a "Pre-Trip Inspection Form", which is to be maintained by the CONTRACTOR(S). Any vehicle which fails the pre-trip inspection is to be removed from service.
 - 3) The CONTRACTOR is required to conduct a pre-trip inspection for each vehicle prior to its use in service each day. This pre-trip inspection will include: a visual inspection of the vehicle's interior and exterior, and should include; cycling of the lift, and checking of all fluids, including fuel, oil, brake fluid, etc.
- b) Preventive and Regular Maintenance:
 - 1) The CONTRACTOR is required to perform all preventive and regular maintenance in accordance with manufacturers' recommendations. The CONTRACTOR shall comply with all applicable federal, state, local and RTS requirements while performing scheduled and unscheduled maintenance to CITY owned vehicles.
 - 2) The CONTRACTOR is required to maintain written documentation of the date, mileage, VIN or plate numbers, and vehicle number, when the preventive maintenance was conducted, and any repairs that were made. Such documentation will be retained by the CONTRACTOR for the duration of the Contract. All maintenance must comply with Chapter 361, F.S. and Rule 14-90.004, F.A.C.

1.7 Vehicle Inspections:

- a. CONTRACTOR will comply with Chapter 341.061, F.S. in its entirety.
- b. Per Rule 14.90, F.A.C., the Annual Quality Assurance review (QAR) inspections will be conducted to ensure the preventative maintenance (PM) schedule is adhered to.
- c. RTS, FDOT, FTA, and any other governmental entity with regulatory control over the program services may conduct periodic inspections of vehicles in use for this program.
- d. Inspections will not interfere with service obligations but may be conducted with or without notification at the CONTRACTOR facilities.

- e. Spot checks may be carried out while vehicles are in service.
- f. Any vehicle that does not meet the required standards will be immediately removed from service, until such time as necessary corrective actions are taken. Such removals will not relieve the CONTRACTOR from any responsibilities of this contract. Any vehicle that fails to pass a mandated safety inspection, or upon inspection by a designated CITY employee, is determined not to meet all applicable regulations shall be removed from service immediately until the CONTRACTOR makes necessary repairs or modifications. The vehicle will be re-inspected prior to being put into or returned to service. This includes all required safety features, ADA compliance, maintenance records, vehicle signage, and accident damage and vehicle condition.
- g. Vehicles which do not meet the safety standards will be pulled from service.
- h. Dirty vehicles as determined by the RTS personnel performing the inspection. e.g. bug infestation, garbage.
- i. Each vehicle provided to CONTRACTOR from RTS must undergo a joint inspection between RTS and the CONTRACTOR before it is put into service and it will be re-inspected annually.

1.8 Vehicle Breakdowns

If a vehicle breaks down in service, the CONTRACTOR shall dispatch a back-up vehicle to the site of the breakdown. The back-up vehicle shall be dispatched and placed enroute within fifteen (15) minutes of notification of the breakdown.

1.9 System Safety Program Plan (SSPP)

- a. The CONTRACTOR shall establish a safety program, including a system for checking driver performance that identifies problem drivers and recognizes good drivers. The program shall include methods for promoting safe driving practices, such as safety incentives and awards, meetings and posters.
- b. Vehicles operated under this Agreement must meet requirements of Section 341.061, F.S., and F.A.C. Chapter 14-
- c. The CONTRACTOR will be subject to bi-annual compliance inspections by the RTS Maintenance Manager or designee.
- d. The CONTRACTOR shall comply with all reporting requirements under the SSPP.
- e. Vehicles provided by RTS will be jointly inspected by both parties prior to turn-over. If defects are discovered, the vehicle will be repaired by RTS to both parties' satisfaction prior to acceptance of the vehicle by the CONTRACTOR.

E. PERSONNEL

1.1 The CONTRACTOR shall employ or engage a sufficient number of drivers, management and/or support personnel to assure continuous, reliable service and shall provide dispatching services and radio communication with all drivers and vehicles as well as telephone communication with the CITY at all times SERVICE is being provided. Management positions will not be combined to provide service under this contract. Drivers employed by the CONTRACTOR shall be able to pass criminal background checks, and are subject to drug and alcohol testing and will possess such licenses and permits as required by the state and the localities in which the vehicle will be operated for the operation of the classification of vehicle to be assigned to the driver. The CONTRACTOR shall update its driver listing as necessary, as but not less than monthly. The CITY reserves the right to request the CONTRACTOR, with cause, to remove any driver assigned to the work upon notification in writing to the CONTRACTOR. The CONTRACTOR will recruit and train personnel so as to ensure that all service is provided in a safe, courteous manner and that adequate supervision is available during hours of operation to ensure service quality.

a. General Manager:

- 1) The CONTRACTOR will designate a General Manager (GM) who is capable of acting for and on behalf of the CONTRACTOR in the day-to-day delivery of the service.
- 2) The GM will be a full-time employee and will work at the CONTRACTOR'S facility from, which this project/contract is performed. The GM shall regularly advise RTS of times when he or she will not be on site. The GM will be the principal point of contact with RTS and shall be responsible for overall operations management.
- 3) The GM will have a minimum of five (5) years management experience in the area of specialized paratransit services for seniors and people with disabilities, and speak, write and understand English fluently.
- 4) The CITY desires that the CONTRACTOR retain the services of an approved GM for the duration of the contract. If, for any reason, the GM is replaced, the new GM will meet the terms outlined herein, and the CONTRACTOR shall notify the CITY immediately of such replacement. The approved General Manager is expected to be on site except for vacation or other approved time off, conferences and /or appropriate training, seminars or workshops. When the GM is going to be absent for more than 72 hours the CITY will be notified and contact information for the interim manager will be provided.
- 5) The General Manager (or his/her designee) shall:
 - a) Be available via a local phone number (mobile or land line) during all hours of service.
 - b) Make all decisions and take all actions necessary to meet the provisions of this contract.
 - c) Be empowered and qualified to take any reasonably required action in the event of an emergency.
 - d) Provide the CITY with a list of emergency phone numbers for all key administrative personnel.

- e) Designate an alternate GM or OM to be available during all hours of service if the GM is unavailable. The alternate will be empowered to act in the GM's stead concerning service issues.
 - f) The GM must know and understand all federal, state and CITY requirements, including the ADA, 49 CFR, Sections 37 and 38, and all requirements under F.S. Section 341.061 and F.A.C. Chapter 14:90 as all may be amended or superseded from time to time.
 - g) The GM shall meet at least monthly with RTS staff regarding all aspects of the CONTRACTOR'S responsibilities under this Agreement. The GM shall be available when requested by RTS for attendance at meetings with public advisory committees.
 - h) The GM will be proficient in the use of Trapeze, Outlook, and MS Office and the equipment employed to provide the Paratransit service required by this contract.
 - i) The GM will ensure all reporting requirements are understood and the reports are provided on time, in the required format, and as requested.
- b. The Operations Manager (or his/her designee) shall:
- 1) The OM will be empowered to act in the GM's stead concerning service issues and will not be combined with any other position.
 - 2) Be able to make decisions and take all actions necessary to meet the provisions of this contract when acting in the GM's stead.
 - 3) Be empowered and qualified to take any reasonably required action in the event of an emergency.
 - 4) Be available via a local phone number (mobile or land line) during all hours of service
 - 5) The OM must know and understand all federal, state and CITY requirements, including the ADA, 49 CFR, Sections 37 and 38, and all requirements under F.S. Section 341.061 and F.A.C. Chapter 14:90 as all may be amended or superseded from time to time.
 - 6) The OM will be proficient in the use of Trapeze, Outlook, and MS Office and the equipment employed to provide the Paratransit service required by this contract.
 - 7) The OM will be proficient in all reporting requirements and know when reports are due and provide them in the required format and as requested.
- c. Drivers:
- 1) Driver Qualifications: Prior to performing under this contract, the CONTRACTOR must ensure that all drivers utilized on this project/contract meet all of the following requirements:
 - 2) Per Federal and State regulations the CONTRACTOR is required to complete criminal background screening on all drivers providing paratransit service.
 - 3) Per Federal and State regulations each driver must undergo a commercial and personal driving record check with the Florida Department of Highway Safety and Motor Vehicles.
 - 4) The driver must not have accumulated more than three (3) points within the previous twelve (12) months or during any twelve (12) month period in this contract.
 - 5) The driver must not have had a driver's license suspended or revoked for moving violations within the last three (3) years.
 - 6) The driver must have possessed a valid Driver's License from any U.S. State for the last three (3) years.
 - 7) All drivers must be able to speak and understand English, and drivers must be proficient in written English to successfully complete all paperwork required for this contract, including, but not limited to, vehicle manifests, incident and accident report.
 - 8) Drivers of vehicles must pass a pre-employment physical, a criminal background check, and drug/alcohol test in accordance with U.S. Department of Transportation and State requirements. Drivers and all CONTRACTOR employees performing safety-sensitive function(s) will satisfy the requirements of the CONTRACTOR(s) Drug and Alcohol Testing Program, which will be administered in conformance with the requirements of 49 C.F.R., Parts 40 and 655, as they may be amended or superseded from time to time.
 - 9) Drivers must be physically able to perform all duties and tasks required or necessary to achieve full performance of the CONTRACTOR'S obligations relating to the transporting of passengers with disabilities, including, but not limited to:
 - 1) Assisting passengers in getting to, on, off and from the vehicles.
 - 2) Securing mobility devices within the paratransit vehicle.
 - 3) Assisting passengers with the carrying of small packages (as determined by the CONTRACTOR).
- d. Uniforms
- 1) Drivers shall wear an easily recognizable uniform, subject to approval by CITY personnel; the uniform will present a professional image. Uniform can be pants or shorts with a tucked in collared or polo type shirt.
 - 2) All drivers are required identify themselves to passengers and wear a photo I.D. badge bearing a recent color photo of the driver in the CONTRACTOR'S uniform.

- 3) The CITY will not supply the CONTRACTOR with driver uniforms.
- e. Driver Responsibilities:
- 1) The CONTRACTOR drivers will be trained in and accountable for the following duties and responsibilities.
 - a) Know, understand, follow and implement policies and procedures that are provided to them.
 - b) Know, understand, follow and implement disability recognition and sensitivity.
 - c) Drivers shall identify themselves verbally to all passengers especially those with visual impairments.
 - d) Know, understand, follow and implement Passenger Assistance Techniques (PAT) or equivalent training. To ensure sensitivity to and safe transport of persons with disabilities, training shall include, but not be limited to the following:
 - i. Basic professional courtesy, customer service and the elimination of attitudinal barriers.
 - ii. Passenger Assistance Techniques for passengers with: wheelchairs (including 4-point wheelchair tie down procedures), walkers, canes, crutches, speech impairments, vision impairments (including sighted guide techniques), hearing impairments, mental/ cognitive impairments and Alzheimer's Disease, seizure disorders, and a basic explanation of dialysis treatment and its effect on the customer's stamina during transport.
 - iii. Dealing with Service dogs and pets; and knowing the different requirements between the two.
 - iv. Definition of Personal Care Attendants vs. Companions and the impact on fare collection.
 - v. Know and understand local geography; initial driver training must include locations of public and private agencies, points of interest, and other locations such as hospitals and medical centers to which paratransit clients are likely to travel.
 - vi. Know and understand relevant policies and procedures contained in the CONTRACTOR'S Operator's Manual.
 - 2) Drivers must also be trained by the CONTRACTOR to be proficient in the following areas:
 - a) The proper handling of assigned vehicles and defensive driving, using a program approved by the National Safety Council.
 - b) The use of the CONTRACTOR'S two-way communication system, tablets or Mentor Mobile Data terminals (MDTs) and any other inter-connective device, mechanism or software used by the CONTRACTOR to perform the contract.
 - c) Use of all special equipment associated with the job, such as wheelchair lifts, fire extinguisher and two-way radio communications.
 - d) The use of child safety seats required under this contract.
 - e) The use of all safety equipment on board the vehicle.
 - f) Any other aspects which contribute to the safety, comfort and efficiency of the ADA paratransit service.
 - g) Hands on use of fire extinguishing equipment for which they will receive annual training and will participate in role playing scenarios to know what to do in the event of a fire, with and without passengers on board.
 - h) Checklists to aid drivers will be devised to step drivers through required actions to accomplish in the event of an emergency.
 - 3) While on duty, drivers of vehicles are required to wear a standardized uniform. All drivers must appear and smell clean and present a neat and professional image.
 - 4) All drivers are required to wear the Photo I.D. Badge, which the CONTRACTOR provides, on the upper left side of their uniform hanging from their collar.
 - 5) When a driver leaves the CONTRACTOR'S employment, the CONTRACTOR is required to collect the company uniform and retain the Photo I.D. badges in the driver's personnel file, for the duration of the contract.
 - 6) Operating procedures, including passenger assistance policies, fare collection, definition of Personal Care Attendants vs. Companions and the impact on fare collection.
- f. Driver Standards of Conduct:
- 1) Drivers will be professional and courteous at all times. Drivers, who yell, swear or insult passengers shall be removed from the performance of services under this contract. In addition, drivers are strongly discouraged from participating in personal or in non-work-related activities with ADA paratransit riders.
 - 2) Drivers are required to provide door-to-door service for all riders indicated on the manifest/schedule.
 - 3) Drivers are prohibited from traveling beyond the lobby of any public building and from going into any private residence, in the performance of this contract.
 - 4) Drivers are not permitted to lose sight of their vehicles.
 - 5) When drivers meet riders, the drivers are required to identify themselves as drivers employed by CONTRACTOR'S company.
 - 6) Drivers are required to provide general assistance to passengers between the door/entrance of their origin address and the vehicle, and then from the vehicle to the door/entrance of the rider's destination. This assistance may include,

but not be limited to: pushing the rider's wheelchair, lending the rider a supporting arm, guiding the rider by the hand or arm, assisting the rider on or off the vehicle, and/or carrying packages (as determined by the CONTRACTOR)

- 7) Drivers must assist riders, upon request, in getting to, on, off and from the vehicle.
- 8) Drivers are prohibited from lifting or carrying passengers and/or their children
- 9) Drivers may not assist passengers using wheelchairs up or down steps. CONTRACTOR drivers are not required to drive power chairs on to vehicles for passengers.
- 10) Drivers are prohibited from entering private residences and from lifting or carrying passengers and/or their children.
- 11) When the rider boards the vehicle, drivers are required to collect any applicable fare. If the rider does not have the appropriate fare, the driver is required to act in accordance with the CONTRACTOR'S policies and requirements regarding drivers' duties.
- 12) Drivers are prohibited from accepting gratuities or gifts of any kind, at any time, in connection with work on this contract.
- 13) Prior to beginning the trip, drivers are required to ensure that all passengers are wearing seat belts and shoulder harnesses and that all mobility devices are properly secured. If requested by the passenger, drivers will assist with securing seatbelts. Drivers are required to wear their seatbelts and follow all traffic laws; such as stopping at all railroad crossings, etc.
- 14) Drivers are required to request, but not permitted to insist, that riders who use three-wheel scooters and who are able, transfer to seats rather than ride on the scooter. If the rider does not transfer, the driver must make every effort to properly secure the scooter.
- 15) Before the rider disembarks from the vehicle, drivers are required to enter arrival data into the Tablet or MDT to ensure accurate reporting of arrival times.
- 16) Before a rider exits the vehicle, drivers are requested to assist the rider in locating and/or gathering and removing all personal belongings brought on board.
- 17) Drivers are prohibited from playing loud music or talking on cell phones on board the vehicle while driving and/or when a rider is aboard.
- 18) Drivers are prohibited from smoking at all times while on board the vehicle and/or while assisting riders. In addition, drivers are prohibited from eating or drinking while a rider is on board the vehicle.
- 19) Drivers are required to notify their dispatcher of any incident involving the safety of a passenger, the misconduct of a passenger, the injury of a passenger, damage to a vehicle or any other unusual incident. Verbal notification via the two-way communication system is required by this Scope of Work and must take place immediately. A written report, whose format will be determined by FDOT, will be completed by the driver and submitted to the CITY and FDOT in accordance with all reporting requirements outlined herein and outlined in state regulations.
- 20) Drivers are prohibited from taking riders to any other address than that specified on the manifest/schedule. If the rider insists on a different address, the driver must contact the dispatch office and obtain authorization from the project manager before deviating from the manifest.
- 21) Drivers are restricted from having social contact with any rider during all times they are engaged in the performance of services under this contract and strongly discouraged from having contact with riders at any other time.

g. Dispatchers:

- 1) The CONTRACTOR will provide a sufficient number of Dispatchers to perform dispatch duties for the term of this contract to ensure the service is performed and the standards set forth in providing this service are met.
- 2) All dispatchers must be computer literate. Dispatchers must be able to successfully complete all paperwork required for this contract.
- 3) Dispatchers and drivers will be responsible for real time Trip Check-in. Dispatchers will be able to give riders calling in for a "where's my ride report?" an accurate estimation of the passenger's pick up time upon request.
- 4) Dispatchers will monitor and ensure accurate recording on the tablet or the Mobile data terminal (MDT) by the drivers of the pick-up and drop-off of every client.
- 5) Dispatchers are required to maintain situational awareness and ensure the smooth flow of pickups and drop offs of each ADA client and to ensure an accurate time line is maintained in the computer database.
- 6) Dispatchers will be proficient in the use of Trapeze software, which is utilized to communicate with the Tablet or Mentor software.
- 7) MDTs or Tablets. The Trapeze software is provided by the CONTRACTOR and is required for this contract.

h. Reservationist/Customer Service:

- 1) The CONTRACTOR will provide a sufficient number of Reservationists/Customer Service personnel to accept phone reservations, answer questions, take complaints and commendations and duties for the term of this contract to ensure the service is performed and the standards set forth in providing this service are met.
- 2) All reservationist and customer service personnel must be computer literate and able to successfully complete all paperwork required for this contract.

- 3) Reservationists will confirm the ambulatory status of riders when booking trips to ensure that an appropriate vehicle is dispatched. Reservationists should not rely on mobility aid information in master client file since riders may change mobility aid use or the passenger's functional ability may change.
 - 4) Reservationists will be proficient in the use of Trapeze software to schedule trips for ADA clients.
 - 5) The reservation line shall not exceed an on-hold time of more than 2.5 minutes for 90% of calls received. The Customer Service line shall not exceed an on-hold time of 3.5 minutes for 90% of the calls received.
- i. **Removal of Personnel:**
Employees who are not performing in a satisfactory manner shall be removed from the project (i.e., work required to be performed under this contract) by the CONTRACTOR or reassigned to other work of the CONTRACTOR not related to its performance of this contract. Such persons will not be reassigned without the prior written consent of the CITY. Examples of unsatisfactory behavior include, but are not limited to excessive and/or repeated lateness, extreme or recurring rudeness, use of profanity, engaging in inappropriate physical or verbal contact or communication with riders, soliciting or accepting gratuities or gifts from riders, providing special attention or favors to riders, or handling a vehicle in an unsafe manner.
- j. **Continuing Training Requirements:**
 - 1) The CONTRACTOR is required to provide training to all employees and ensure proficiency in accomplishing assigned tasks as appropriate to their specific responsibilities.
 - 2) Drivers, dispatchers and all other employees who communicate with ADA paratransit riders are subject to the training requirements named in this Scope of Work and any other requirements established by FDOT, the CITY and/or the CTC during the term of the contract.
 - 3) All employees who have direct contact with ADA paratransit riders are required to undergo a refresher training each year and demonstrate to CITY'S satisfaction their ongoing mastery of ADA paratransit training and other relevant contract requirements. The test covering the applicable material will be administered by the CONTRACTOR on an annual basis.
 - 4) Drivers will receive annual Fire Safety training and be proficient in the use of a fire extinguisher and receive hands on training at a minimum of annually.
- k. **Personnel Records:**
The CONTRACTOR must maintain during the term of the contract and for no less than five (5) years thereafter, a file for each driver in the program which includes the following:
 - i. A copy of the driver's license.
 - ii. A copy of the driver's Motor Vehicle Record (MVR) and Florida Department of Law Enforcement (FDLE) background reports run prior to the driver's hiring.
 - iii. Copies of all certificates for all training which the driver has successfully completed, including fire safety training, and annual fire extinguisher training.
 - iv. A copy of directly employed driver's I-9 form, indicating his/her right to work in the U.S.
 - v. A copy of a certificate signed by the CONTRACTOR and the driver, indicating that the driver has undergone a physical and all required drug and alcohol screening and has tested negative for all illegal substances.
 - vi. This file should also include all verifiable complaints and compliments and any written reprimands and/or commendations from the CONTRACTOR regarding the driver's performance on the CITY'S contract.
 - vii. These files must not only be maintained for current drivers but for former drivers as well as a minimum for the term of the contract.
- l. **Supervision:**
The CONTRACTOR shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to insure performance of obligations and duties set forth herein. CITY personnel shall have the right to request removal or replacement of any personnel if said personnel are unqualified, not accommodating, and/or belligerent to clients or are a nuisance or are a threat or have threatened clients.
- m. **Applicable Laws:**
The CONTRACTOR shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.
- n. **Drug and Alcohol Testing:**
 - 1) All drivers as well as other safety sensitive positions will be subject to Drug/Alcohol testing for pre-employment, random, post-accident and probable cause under the FTA regulations. The CONTRACTOR will provide RTS with documentation that the CONTRACTOR employees have been randomly selected for Drug/Alcohol testing through

the CONTRACTOR testing program with testing accomplished randomly during the hours of provision of service. FTA regulations for random testing of safety sensitive positions will be utilized.

- 2) The CONTRACTOR'S attention is directed to 49 CFR Part 653 (drug testing requirements) and 49 CFR Part 654 (alcohol testing requirements). The CONTRACTOR shall be responsible for complete compliance with the regulations including, but not limited to, adoption of required policies, testing, employee training, and record keeping and reporting as more fully detailed in the above referenced regulations. The cost of compliance shall be the sole responsibility of The CONTRACTOR. The CITY and funding entities shall have the right to inspect The CONTRACTOR'S drug and alcohol testing program and all records maintained there under. In addition, The CONTRACTOR shall provide the CITY with quarterly reporting of all mandatory drug-reporting requirements.

F. ADA COMPLEMENTARY PARATRANSIT SERVICE (ADA CPS) REQUIREMENTS

1.1 The following list of requirements for ADA complementary paratransit service (CPS) was drawn from Federal ADA regulations, 49 Code of Federal Regulations (CFR): Parts 37 & 38: Sub-paragraph F-Paratransit as a Complement to Fixed Route and Subpart G- Provision of Service. These Federal regulations are the governing requirements for this Agreement and are summarized below:

- a) **TRIP PURPOSES (49 CFR37.131 (d))**
The CONTRACTOR must accept and handle all requests for trips, regardless of the trip purpose, on an equal basis.
 - a) Prioritizing trips, i.e. meeting demands for certain types of trips before accommodating others is not allowed.
 - b) This provision does not prohibit the CONTRACTOR from offering "subscription service" for repeat trips.
- b) **SUBSCRIPTION SERVICE (49 CFR 37.133)**
The CONTRACTOR may provide subscription service for repeat trips so long as they do not absorb more than 50% of the number of trips available at any given time of day, unless there is a non-subscription capacity.

For subscription service, the CONTRACTOR may establish waiting lists, trip purpose restrictions or priorities for participation.

- c) **CAPACITY CONSTRAINTS (49 CFR37.131 (f))**
The CONTRACTOR cannot limit the number of trips requested by a rider. Actions that would be considered service limits include:
 - 1) Placing a "cap" on the number of trips provided to an individual.
 - 2) Maintaining "wait lists" for trip requests that cannot be accommodated.
 - 3) Any operational pattern or practice that significantly limits availability of service (i.e. substantial numbers of significantly untimely pick-ups, trip denials, excessive trip lengths, or missed trips.)
 - 4) Putting excessive wait times between consecutive trips by including travel time and expecting clients to wait more than 90 minutes for a return trip.
- d) **NO-SHOW POLICY (49 CFR 37.125(h))**
 - 1) CONTRACTOR vehicles will wait for passengers for at least a five minute period within the on-time pick-up window (defined as being thirty (30) minutes.) within the ADA service area and thirty (30) minutes after the requested pick-up time. Drivers also are required to make reasonable attempts to locate and allow riders who may not be able to identify a waiting vehicle. The CONTRACTOR will ensure that the special instructions for alerting riders are included on run manifests or electronic trip transmissions and are available to drivers and dispatchers. If the driver is not able to make in -person contact with the customer, they should notify dispatch, which will make a reasonable effort to locate and the customer by telephone. If contact is not made with the customer and at least five minutes has elapsed from the time of the driver's arrival, the dispatcher should instruct the driver to leave a "no-show" door hanger, depart the pick-up location and record the customer as a "no- show" on the manifest. Riders who are located or contacted by driver's dispatchers and who indicate they are not ready or will not be traveling as scheduled also shall be recorded as no-shows. Dispatchers must enter notes into the trip record related to each no-show approved. Riders who do not call and cancel at least two hours prior to the negotiated pick-up time also shall be recorded as "late cancels," which will be considered a form of no-show. If the rider fails to board during this pick-up window, the driver will notify the dispatcher who is responsible for charging the rider with a "No-Show", entering the "No-Show" into the computerized system (within 5 minutes of the occurrence) and then directing the driver to continue with the route.
 - 2) The ADA regulation allows paratransit service to be suspended, for a reasonable period of time, when a rider consistently misses scheduled trips. The CITY administrative process for suspending paratransit service is as follows:
 - a. A rider may be subject to suspension for a predetermined length of time based on review of scheduled trips that shows the rider booked at least 3 trips that month and no-showed more than 10% of their scheduled rides (10%

being twice the system average). Riders will be assessed points for same day cancellations, being not ready to travel and/or canceling at the door. The point system is as follows:

- i. Late Notice: is charged to against the client's record if they cancel their ride between 30 minutes and 2 hours prior to the scheduled pick-up time. The client will be assessed 2 points.
- ii. No Notice/Cancel a the Door: is charged to the client's record if they cancel the ride less than 30 minutes before the scheduled pick-up time, or they notify the driver when the driver arrives at the door they are not going, or the vehicle has waited 5 minutes and the client is not ready to go. The client will be assessed 3 points.
- iii. 12 points within 30 days will trigger a review of the client's trip record. The review must clearly show the no-shows and late cancels were the clients fault and not due to system no-shows. The client must be informed via mail that they have accumulated enough points because of no-shows they could possibly face the suspension of their service.
- b. Before suspending service, the CONTRACTOR must notify the rider in writing, by certified mail, of the proposed suspended service, citing specifically the basis of the proposed suspension and describing the proposed sanction.
- c. The suspended rider must be given a chance within 10 business days to be heard and to present information and arguments.
- d. The CONTRACTOR must provide the suspended rider with written notification of the decision, the length of time for suspension and the reasons for it.
- e. If a rider is shown to have abused the no-show policy and is suspended from the service the following suspension times will be utilized:

OCCURRENCE	NUMBER OF DAYS
First Suspension	14 days
Second Suspension	21 days
Third Suspension or more	30 days (Could lead to loss of Subscription Service)

G. OPERATIONS/MAINTENANCE FACILITY

- 1.1 The CONTRACTOR must have an ADA accessible operating facility within the Gainesville City limits off a fixed route bus route. The Facility must be able to handle the complete paratransit operation including the maintenance of vehicles. The facility will have the capability of servicing standard cutaway vehicles and as necessary larger vehicles to be able to accommodate potential service increases.
- 1.2 The CONTRACTOR must be able to perform the following responsibilities from its operating facility and/or through other facilities, which must be identified in advance and/or accepted by the CITY.
 - a) Storage and maintenance of vehicles.
 - b) Storage of all contract documents, records, reports, invoices and other paperwork associated with the ADA paratransit/City of Gainesville project as outlined in this Scope of Work.
 - c) Office space for the General Manager, their Alternate and other administrative/clerical staff.
 - d) Other support services necessary for the successful completion of work on this project.
 - e) The CONTRACTOR may perform specific duties, such as storage, maintenance and fueling of vehicles, and/or administrative support services through other facilities and/or through subcontracts. All such arrangements must be approved by the CITY. All records, documents, reports, etc. created or received by the CONTRACTOR during the performance of this contract shall be maintained at the CONTRACTOR'S, Gainesville facility during the term of the contract and within City of Gainesville for five years, thereafter unless otherwise provided herein. All sub-contractors must comply with FTA drug and alcohol requirements.

H. COMPUTER HARDWARE AND SOFTWARE REQUIREMENTS

- 1.1 The CONTRACTOR will provide all computer and software systems required to perform and administer the ADA paratransit service.
- 1.2 The CONTRACTOR personnel must have Trapeze paratransit management software to manage the complimentary ADA paratransit service. The CONTRACTOR will ensure its staff is thoroughly proficient in the use of the Trapeze paratransit management software in order to perform the ADA paratransit service. The CITY will not provide any software or training.

I. TWO-WAY COMMUNICATION SYSTEM

- 1.1 The CONTRACTOR is required to install and maintain a two-way communication system which allows for continuous voice communication between dispatchers and drivers.
- 1.2 The CONTRACTOR drivers will utilize MDTs or tablets or AVLS to supply dispatch with pick -up and drop-off data on clients at their origin or destination. The CONTRACTOR is required to provide the MDTs or tablets, the Trapeze software and the required training.
- 1.3 CONTRACTOR shall not permit any unauthorized individuals to communicate on the system.

J. TRANSPORTING RIDERS

- a) **RESPONSE TIME (49 CFR 37.131 (b))**
- 1) The CONTRACTOR must schedule and provide a trip to any ADA certified person when the request for service is made up to the day prior to the requested trip. ADA Complementary Paratransit Service (CPS) must have response and travel times comparable to the fixed route system.
 - 2) Response time is defined as the elapsed time between the request for service and the provision of service.
 - 3) Scheduled Pick-up time is the time that the CONTRACTOR accepts a rider's trip request; the rider will be informed of the scheduled pick-up window which will no more than 30 minutes.
 - 4) If the vehicle arrives within the pick-up window, the ADA paratransit rider has five (5) minutes to board the vehicle (unless rider has requested additional boarding time and is annotated on the manifest or schedule).
 - 5) If a driver departs a pick-up location without waiting the full five (5) minutes (or longer if requested), fails to leave a "no show" tag or does not make a good faith effort to locate the customer, a driver must be sent back within twenty (20) minutes. If another driver cannot be sent back within twenty minutes, a stand-by driver must be dispatched at no expense to the CITY.
 - 6) "Next Day" service must be provided. Same day service requests may be accommodated by the CONTRACTOR for ADA sponsored trips on a space available basis and when scheduling permits.
 - 7) Reservation service must be available during all normal business hours and provisions must be made so that reservations can be made on Saturday for Sunday trips, and on Sunday for Monday trips. Reservation service can be provided by a receptionist or an answering machine so long as the needs of the rider are met.
 - 8) Riders may be allowed to make reservations up to 14 days in advance.
 - 9) The CONTRACTOR can negotiate with the rider pick up times up to one (1) hour from the time the rider desires. The rider must agree to any greater period in order to be scheduled for that pick up time.
- b) **DOOR-TO-DOOR SERVICE**
- 1) The CONTRACTOR is required to provide door-to-door service, not door through door service.
 - 2) The CONTRACTOR is required to ensure that the driver goes to the door or main lobby of the rider's origin and informs the rider of his/her presence except in situations in which such assistance would not be safe for passengers remaining in the vehicle, in these cases the CONTRACTOR should have procedures established for this situation and at a minimum the driver should contact dispatch for further assistance. In addition, the driver is required to provide similar assistance between the vehicle and the front door or main lobby of the rider's destination.
 - 3) The driver is not to go into the building to look for passengers and should not go any further into the build than the lobby.
 - 4) At no time is the driver to honk their horn to notify passengers of their presence or to return to the vehicle without offering assistance the passenger.
 - 5) Drivers will identify themselves to clients and ensure the clients identity before proceeding with the pick-up.
- c) **PERSONAL CARE ATTENDANT (PCA) AND TRAVELING COMPANIONS (49 CFR 37.123 (f) and 49 CFR 37.131(c))**
- 1) The CONTRACTOR is required to transport scheduled PCA's and Companions with eligible riders.
 - 2) The Manifest/Schedule will specify the total amount of fare(s) to be collected from the rider(s) and/or the companion(s).
 - 3) PCA's and/or the companion(s) are to be treated as a rider, and fall under the same rules and regulations as a rider.
 - 4) PCA's are to be transported without charge. Companions can be charged the rate agreed upon in the final contract.
- d) **SERVICE ANIMALS (49 CFR 37.3 and 49 CFR 37.167 (d))**
- 1) The CONTRACTOR is required to transport service animals, in accordance with State and Federal Laws.
 - 2) Service animals are to be properly leashed and/or harnessed and under the control of their handlers at all times.
 - 3) A service animal is any dog, individually trained to work or perform tasks for an individual with a disability.
 - 4) Animals other than dogs are not considered service animals per the FTA; they are considered pets and will be transported as such.
 - 5) No proof is required of the service animals training.

- 6) If the handler says the dog is a service animal, they must be allowed on board.
- 7) The dog can be prohibited from boarding if that particular dog poses a threat to the driver, other passengers or other service dogs.
- e) CHILDREN
 - 1) The CONTRACTOR is required to transport children in the following manner:
 - 2) Children who are between the ages of birth and four (4) years old inclusive, and/or children who weigh less than forty (40) pounds must travel with a responsible guardian and must ride in a child restraint device which complies with Section 316.613 F.S.
 - 3) Children under six (6) years of age inclusive must travel with a responsible guardian. This requirement may be modified by CITY as it deems appropriate.
 - 4) When specified on the Manifest or Schedule, it is the client's responsibility to provide a child restraint device, which meets the requirements of Section 316.613, F.S.
- f) VISITORS (49 CFR 37.127)
 - 1) By the ADA regulation, a visitor is defined as an individual with a disability who does not reside in the jurisdiction served by the entity providing complementary paratransit service.
 - 2) The CONTRACTOR will treat all visitors who provide documentation that they are ADA paratransit eligible in the jurisdiction where they reside as eligible for service in the RTS service area as well.
 - 3) Visitors who cannot provide ADA documentation must show documentation of their place of residence and disability. They will be provided service for no more than 21 days from their first trip until such time that they can become eligible for the RTS service area.
- g) OTHER PASSENGERS

The CONTRACTOR is prohibited from transporting anyone not specifically authorized by the CITY, in the performance of this contract. All non-contractor personnel on the vehicle must be reported as riders, companions or Personal Care Attendants (PCA's).
- h) PETS
 - 1) Pets are not to be confused with Service Animals (See section 6 above)
 - 2) The CONTRACTOR is required to transport the pets of riders as long as such pets are completely enclosed in commercial pet carriers, which either fit on the rider's laps or beneath their seats.
 - 3) A rider must inform the CONTRACTOR that he/she wishes to travel with a pet at the time his/her trip is requested.
 - 4) Riders scheduled to travel with pets will be identified on the Manifest or Schedule. The CONTRACTOR may refuse to transport a rider who is traveling with a pet, which disrupts service for that rider or any other rider. Riders are responsible for their pets and will clean up any bodily fluids or mess created or caused by their pet.
- i) PACKAGES
 - 1) The CONTRACTOR(s) is required to transport packages belonging to riders as long as the rider is on board with his/her package and as long as the package fits on the rider's lap or beneath his/her seat. Riders are also permitted to utilize hand pulled shopping cart/baskets. These carts/baskets will be secured by the driver to ensure they do not roll or tip over while the vehicle is in motion.
 - 2) Package limitation: Drivers will be required to carry packages for the ADA passengers as determined by the CONTRACTOR.
 - 3) The CONTRACTOR(s) is prohibited from transporting illegal controlled substances (excluding prescription medication), hazardous materials, firearms or explosive devices.

K. VEHICLE MANIFESTS/SCHEDULES

- 1.1 The CONTRACTOR will provide time indexed vehicle routing for each route in the form of a vehicle manifest or schedule.
- 1.2 The CONTRACTOR is required to deliver the vehicle manifest/schedule to the driver or sub-contractor.
- 1.3 All drivers are required to write the CITY specified information on the vehicle manifest/schedules as they proceed with their routes.
- 1.4 Information on the vehicle manifests/schedules will include, but not be limited to: the actual time and odometer reading for each pick-up and drop-off, and fare collection information.
- 1.5 The CONTRACTOR is required to ensure that all vehicle manifests/schedules are completed correctly and legibly by the driver and that these manifests are made available to the CITY as needed to complete reporting requirements.
- 1.6 If the vehicle manifests/schedules are incomplete, inaccurate, and illegible or cannot be verified; the CONTRACTOR will ensure they are corrected as necessary to provide complete information on trips provided.
- 1.7 The driver is required to follow the manifest/schedule as provided to them.

- 1.8 To perform required dispatch functions, the CONTRACTOR shall utilize Trapeze paratransit scheduling software. This includes the tracking of vehicle arrivals at all stops, including gate times, vehicle and driver assignments and trip transfers in a "live" environment. All information must be entered into the system within 15 minutes of the event. Dispatch training and training on Trapeze will be the responsibility of the CONTRACTOR.
- 1.9 CONTRACTOR will not schedule excessive wait times (more than 2 hours) between trips to accommodate trip length. There should be no more than 90 minutes between consecutive trips.

L. ACCIDENTS AND INCIDENTS

- 1.1 The CONTRACTOR is required to notify the CITY immediately, by fax or two-way communication, of all road calls, accidents or incidents, which disrupt service.
- 1.2 If the accident or incident results in an injury to one or more riders, the CONTRACTOR is required to notify FDOT and the CITY immediately upon becoming aware of the accident or incident.
- 1.3 The CONTRACTOR is required to provide a detailed written report, including all supporting documents, to the CITY and FDOT within twenty-four (24) hours of becoming aware of the accident or incident and furnish copies of law enforcement reports as they become available.
- 1.4 If required by regulation Drivers must be sent for a drug/alcohol test as soon as possible after an accident. The CONTRACTOR must utilize a testing facility that is available during service hours. Testing will not be delayed to wait for regular business hours.
- 1.5 The CONTRACTOR and/or their employees must be in compliance with all provisions as outlined in U.S. DOT 49 CFR Parts 40 and 655, and all other corresponding state regulations including any revisions and/or future amendments.
- 1.6 The CONTRACTOR shall, within 24 hours of receipt by the CONTRACTOR, provide the CITY with written notification and copy of any claim or action for damages on account of bodily injury or property damage resulting from the CONTRACTOR'S ownership, operation, maintenance or use of any vehicle. Said notice shall include the date and time such notification was received, the individual or entity making the claim, the basis of the claim and, if applicable, the names of any individuals or other entities claimed against. The CONTRACTOR shall fully cooperate with the CITY in the investigation of any accident and the defense of any claim.
- 1.7 Upon the request of CITY, CONTRACTOR will make any employee involved in an accident or incident relating, in any fashion to its performance of the contract, available for questioning by the CITY and as a witness for CITY in any litigation that may result from or arise out of any act or omission of the CONTRACTOR.

M. COMPLAINTS AND COMMENDATIONS

- 1.1 A Complaint is defined as "A report by an eligible rider or representative of a rider which identifies an incident or action by a driver or a member of the CONTRACTOR'S staff which detracts from the positive image, service quality, and/or non-compliance with the requirements of the paratransit services covered in this Agreement.
- 1.2 When the CONTRACTOR receives a complaint directly from their clients they required to track and investigate those complaints. At the end of the month the CONTRACTOR is required to report to the CITY the client's name, the nature of the complaint and the resolution.
- 1.3 When the CITY or any of the community advocates receive a complaint, the CONTRACTOR is required to research the complaint with its personnel and take corrective action, if necessary.
- 1.4 The CITY/CTC/CONTRACTOR will record all complaints and will determine to whom the complaint should be directed for research and resolution.
- 1.5 When the CONTRACTOR receives a complaint from the CITY, the Metropolitan Transportation Planning Organization (MTPO) staff, or the CTC, the CONTRACTOR is required to research the complaint with its personnel and take corrective action if necessary.

- 1.6 The CONTRACTOR is then required to provide a response to the CITY as to how the complaint has been addressed as well as what corrective actions, if any, have been taken to avoid future complaints of the same nature. The CONTRACTOR, when requested, will provide the driver's name and copy of the manifest with each complaint.
- 1.7 The CONTRACTOR is required to respond to service complaints within ten (10) business days.
- 1.8 If the complaint involves safety or serious misconduct, the CONTRACTOR is required notify RTS and to respond within twenty-four (24) hours or less.
- 1.9 RTS will review responses to complaints, and if it deems the response to be inadequate, will redirect the complaint to the CONTRACTOR for further action.
- 1.10 In all cases, RTS is the final arbiter as to whether or not complaints have been adequately resolved by the CONTRACTOR.
- 1.11 The CITY, RTS, the MTPO staff, or the CTC will record commendations; however, the CONTRACTOR may also accept commendations directly and report them to the CITY monthly.
- 1.12 CONTRACTOR personnel may discuss complaints with ADA paratransit riders or their representatives. All CONTRACTOR personnel are prohibited from taking any actions against any individual who has made complaints in connection with this contract.

N. LIQUIDATED DAMAGES

- 1.1 Failure to meet stated service quality and other standards set forth in this agreement and may result in assessment of liquidated damages against the CONTRACTOR. The sum, which a party to a contract agrees to pay if he breaks some promise and, which having been arrived at by good faith effort to estimate actual damage that will probably ensue from breach, is recoverable as agreed damages if breach occurs. These damages for breach may be liquidated in the contract at an amount which is reasonable in light of the anticipated or actual harm by such breach, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy.
- 1.2 If liquidated damages are assessed, the CONTRACTOR will be notified in writing. Liquidated damages, if and when authorized assessed under this contract, shall be an offset to the net amount owed to CONTRACTOR under the Contract. The CITY shall provide thirty days' notice to CONTRACTOR that the offset will occur. The notice will provide the amount of the offset, the Section of this contract under which the liquidated damages were incurred, the dates the breach(es) occurred and any other information the CITY determines pertinent. The CONTRACTOR may submit in writing mitigating information to the CITY on or before the fifth calendar day after receipt of the thirty day notice as to why liquidated damages should not be assessed with regard to any or all of the incidents listed in the notice. The liquidated damages will then be paid at the end of the month. The CITY reserves the right to deduct from monies due or to become due any unpaid assessed liquidated damages. The CONTRACTOR will not be charged with liquidated damages when the delay or lack of performance is beyond the control and without the fault or negligence of the CONTRACTOR. If the CONTRACTOR is not satisfied with the said determination, then on or before the fifth calendar day after the determination is made, CONTRACTOR may appeal to the Transit Director who shall consider the written materials and in his discretion may meet with the CONTRACTOR. The decision of the Transit Director shall be the final decision of the City.
- 1.3 The CITY and the CONTRACTOR agree that the following Liquidated Damages are reasonable and that the payment by CONTRACTOR of Liquidated Damages is in lieu of actual damages for such failure to perform as stated below and not as a penalty. In consideration thereof, CONTRACTOR waives any defense as to the validity of any Liquidated Damages agreed to herein as they may appear on the grounds that such Liquidated Damages are void as penalties or are not reasonably related to actual damages. Further, CONTRACTOR agrees that the CITY may withhold accrued Liquidated Damages from payment. The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if any of the situations listed below were to occur and the CONTRACTOR agrees the said situations may result in an assignment of liquidated damages:
 - a. **Overdue** - The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if a vehicle is more than fifteen (15) minutes late for a scheduled pick-up, the situation may result in the assessment of Class III liquidated damages. A liquidated damage may not apply when weather, vehicle accident, or passenger problem or other "Act of God" has caused a delay. The CITY shall be notified of any circumstance resulting in a late trip. An allowable lateness is subject to verification and acceptance by the CITY.
 - b. **Missed Trip** - The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if a vehicle is over sixty (60) minutes late for a scheduled pick-up it will be considered a Missed

- Trip and the trip will be reassigned to a different vehicle, if accomplished at all. This situation may result in the assessment of Class II liquidated damages.
- c. **Early-** The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if a passenger is dropped off more than 30 minutes prior to their scheduled appointment time or if a passenger is picked up earlier than the allowed window, 30 minute in City limits, 1 1/2, hours in Alachua County, the situation may result in the assessment of Class II liquidated damages per incident. A liquidated damage may not apply when weather, vehicle accident, or passenger problem or other "Act of God" has caused the early drop off/pick up. The CITY shall be notified of any circumstance resulting in an early pick-up/ drop-off. An allowable incident resulting in an early arrival or pick-up is subject to verification and acceptance by the CITY.
 - d. **Failure to respond to a Complaint** - The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine by the failure of the CONTRACTOR to adequately respond to a complaint within the required period specified in the CITY's Quality Assurance Program, which may result in the assessment of Class II liquidated damages per incident, per day beginning on the first day following the due date.
 - e. **Accident or Incident Reporting-** The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine by the failure to report an accident or incident, within the required time period set forth in the City's Quality Assurance Plan, which may result in the assessment of Class III liquidated damages per accident or incident, per day.
 - f. **Dirty Vehicles** -The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine by any vehicle in service that is determined by the CITY to be below the cleanliness standards to be developed by the CITY, which may result in the assessment of Class II liquidated damages for each vehicle for each day the situation exists.
 - g. **Improper Vehicle Maintenance-** The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if it has been determined that vehicles operating paratransit service have not been maintained in accordance with established requirements, including accident damage and AC failure, the situation may result in the of assessment of Class III liquidated damages per vehicle, per day until the vehicle has been taken out of service for repair. The vehicle shall be taken out of service until the deficiencies have been corrected and the CITY has certified that the vehicle is ready for service. Failure to document maintenance is considered equivalent to not doing it at all.
 - h. **No-Show Notification** - The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine for the failure to follow the no-show procedures as described in this Agreement, or to inform the CITY staff of a no-show situation, i.e., a passenger failing to appear for a scheduled trip, within 30 minutes of the scheduled pick-up time may result in the assessment of Class I liquidated damages for each failure.
 - i. **Time in Vehicle-** The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if a passenger is found to be in a vehicle for more than the allowed time limits, 60 minutes in City limits, 1 1/2 hours in Alachua County, the situation may result in the assessment of Class II liquidated damages per incident. A liquidated damage may not apply when weather, vehicle accident, or passenger problem or other "Act of God" has caused the extended time in vehicle. The CITY shall be notified of any circumstance resulting in a passenger trip taking longer than the times allowed by ADA regulation. An allowable incident resulting in an extended trip is subject to verification and acceptance by the CITY.
 - j. **Communication-** The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if passengers cannot contact the CONTRACTOR in a timely manner and experience excessive hold times and/or if the CONTRACTOR cannot provide phone hold data for the monthly QAP report the situation may result in the assessment of Class II liquidated Damages per incident. If the phone system is down for more than a week without resolution the situation may result in the assessment of Class III liquidated Damages per incident. A liquidated damage may not apply when the phone or electrical systems are down due to an "Act of God" that has caused city wide outages. An allowable incident resulting in the inability to contact the CONTRACTOR is subject to verification and acceptance by the CITY.
 - k. **Late or Incomplete Reports:** The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if the CONTRACTOR fails to submit a required report, response or document to the CITY in a timely manner, which may include, but not be limited to, monthly reports, operating summaries, rosters, lists, services data summaries, compliant responses, accident reports, failure to maintain data base in real time and National Transit Database reports, shall result in the assessment of Class III liquidated damages against the CONTRACTOR for every day the report/response document is overdue. Reports/responses documents deemed by the CITY to be incomplete and/or inaccurate shall be considered overdue.
 - l. **Driver Qualification** - The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if an inspection of the driver training records indicates that a driver in service has not satisfactorily met all required driver training and qualifications, the situation may result in the assessment of Class II liquidated damages per driver, per day the driver was in service. The driver shall be immediately removed from the CITY service and shall not be permitted to drive again until the CITY has certified that the driver meets all requirements.

- m. **Interruption of Service** - The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if the CONTRACTOR, through poor management, employee negligence, poor planning, improper use/maintenance or equipment, insufficient backup vehicles, lack of qualified drivers, or any other reason within the CONTRACTOR'S control, as determined by the CITY, delays or causes an interruption in the quality, volume or timeliness of service, the situation may result in the assessment of Class III liquidated damages per incident.
- n. **Unsafe Operation**- The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if the CONTRACTOR permits any unsafe action by drivers or support staff, which creates a safety hazard, the situation may result in the assessment of Class III liquidated damages per incident. Unsafe actions include use of prohibited items such as cell phone use or other acts prohibited by this Agreement.
- o. **On-Time Performance** - The CONTRACTOR shall maintain an acceptable on-time performance rated of at least 90% and shall not establish a pattern of untimely pick-ups. The on-time performance goal is based on the number of completed trips picked up within the negotiated pickup window. On-time performance will be determined based upon a review of all ADA service for the calendar month. The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if the on-time performance levels falls below 90% for more than two consecutive months. The assessment of Class II liquidated damages for each month will be assessed against the CONTRACTOR for each consecutive month in which the On-time performance is below 90%. At any time the On-time performance remains under 85% for more than one month the CONTRACTOR shall be considered a breach of the contract and the assessment of Class III liquidated damages for each month the CONTRACTOR in not in compliance with the standard .
- p. **Mishandling of Passengers:** The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if a patron classified as "do not leave alone" is mistakenly left alone and becomes lost or missing. Or if the CONTRACTOR takes a Visually Impaired client to the wrong location and leaves them there. The CONTRACTOR does hereby agree, to the assessment of Class II liquidated damages per incident.
- q. **Excessive Wait time:** The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if the CONTRACTOR requires clients to wait for excessively long periods of time (more than 2 hours) due to including trip time into the calculation for when the client can schedule a consecutive or return trip. The CONTRACTOR does hereby agree, to the assessment of Class II liquidated damages per incident.
- r. **Substandard Performance:** Notwithstanding the assessment and payment, by the CONTRACTOR, of liquidated damages, the CITY reserves the right to default the CONTRACTOR for cause if the CONTRACTOR demonstrates a pattern of substandard performance i.e. successive months of Missed Trips. The CONTRACTOR agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if a pattern of substandard performance to include but are not limited to: two (2) or more consecutive months of assessments of liquidated damages for the same issue in one (1) calendar year; the CONTRACTOR does hereby agree to the assessment of Class II liquidated damages.

Class	Definition
CLASS I	The average of the current combined Trip cost rounded to the nearest dollar and multiplied by each occurrence. **(AMB+W/C+ AMB Com + W/C Com)
CLASS II	Noncompliance with the standards outlined in the contract will result in a LD of .2% of the yearly cost of the ADA Paratransit Service.
CLASS III	Noncompliance with the standards outlined in the contract will result in a LD of .7% of the yearly cost of the ADA Paratransit Service.

** Note: Ambulatory Trips=AMB; Wheelchair Trips= W/C; Ambulatory Companion Trips= AMB Com; Wheelchair Companion = W/C Com.

Liquidated damages may not be imposed during the initial 90 days of this Agreement for isolated incidents, but the CITY reserves the right to impose damages if events occurring during the first ninety days are part of a pattern or the result of negligence.

The CONTRACTOR shall be responsible for all fines and penalties imposed on vehicles, employees or agents while rendering services under this Agreement.

O. OTHER RESPONSIBILITIES

- 1.1 At the direction of the CITY or the CTC, the CONTRACTOR may be given additional responsibilities, e.g.:
 - a. Distribute notices, flyers, brochures, surveys and other CITY authorized documents to ADA paratransit riders on board vehicles.
 - b. Attend regularly scheduled meetings between the CITY and the CTC.
 - c. Attend meetings as required by the CITY.

1.2 DISASTERS, PUBLIC EVACUATION:

The CONTRACTOR will make available to the Alachua County Emergency Operation Center (EOC), all requested vehicles and operators to respond to public evacuation. The staging area will be determined. The EOC is responsible to pay for service provided in response to a request for vehicles. The CITY will not be responsible for funding evacuation requests initiated by the EOC. It is recommended that the CONTRACTOR have a separate contract with the EOC to provide this service.

P. ADA CERTIFICATION FOR ADA ELIGIBILITY (49 CFR 37.123) & CERTIFICATION RIDES

1.1 The CITY has an established process for determining ADA paratransit eligibility and through the Center for Independent Living will provide a list of ADA eligible riders to the CONTRACTOR.

1.2 The CITY provides one round trip to the certification and recertification appointment at The Center for Independent Living at no charge to the individual. The CITY will not pay for ADA certification rides outside of the ADA service area and/or Gainesville CITY limits.

Q. PERFORMANCE STANDARDS

1.1 DATA AND REPORTS

Data: In addition to the requirements outlined elsewhere in this Scope of Work, the CONTRACTOR is required to keep the following data updated at all times and available at all times at the CONTRACTOR'S headquarters:

- a. The CONTRACTOR must maintain a list of active/inactive CITY vehicles for the ADA paratransit program and report them to RTS as required by the maintenance manager.
- b. The CONTRACTOR must keep a file for each vehicle which includes the following information:
 - a. A copy of the vehicle registration.
 - ii. A copy of any maintenance reports covering maintenance (either preventative or corrective) performed on the vehicle.
 - iii. Any accident or injury reports involving the vehicle.
- c. The CONTRACTOR must keep an updated copy of its System Safety Program Plan and show it to RTS prior to performing service.
- d. The CONTRACTOR must keep copies of all accident/incident reports as well as any correspondence or documentation which results from them.
- e. The CONTRACTOR must keep all insurance certificates on file at all times.

1.2 REPORTS

The CONTRACTOR is required to provide data to assist RTS in compiling and completing required daily, weekly, monthly, quarterly and annual reports. Specific reports for which the CONTRACTOR will be required to provide information and assistance are listed below.

- a. Quality Assurance Program (QAP) - The RTS ADA Quality Assurance Program evaluates quality of service provided to passengers with disabilities using fixed-route buses and passengers using ADA complementary paratransit service. It is an on-going program with monthly reports to the FTA, Regional Transit System Citizens Advisory Board and other interested boards and committees. The following areas will be reported on to RTS to ensure compliance.
- b. The Annual Operating Report is due monthly; it provides data for the completion of the Quality Assurance Program (QAP). Areas to be included are listed below:
 - i. On-time performance- On-time performance is based on destination drop off and travel times. RTS allows for zero tolerance of late destination drop off. The industry standard is a minimum of 90% on time performance rate for pick-up and drop-off for the same trip.
 - ii. Passenger trips per hour - A minimum of one-way trips per vehicle hour is the goal for paratransit service.
 - iii. Complaints- There should not be more than 3 complaints per 1,000 one-way passenger trips.
 - iv. Complaint resolution - RTS will contact the passenger voicing the complaint within 10 days of receiving the complaint to discuss complaint resolution. The CONTRACTOR will provide RTS complaint responses within a timely manner to adhere to the one-week timeline.
 - v. Safety- There should be no more than 1.4 avoidable accidents per 100,000 vehicle miles.
 - vi. Phone Reservations - Hold time shall not exceed an on-hold time of more than 2.5 minutes for 90% of calls received. The customer service line shall not exceed an on-hold time of 3.5 minutes for 90% of the calls received. MV will provide the monthly hold times by 30 second increments up to 50 seconds for the reservation lines and 210 seconds for the customer service line.
 - vii. Travel times- Passengers ride time shall not exceed one hour.
 - viii. Trip denials- Zero tolerance of trip denial.
 - ix. Missed trips- Zero tolerance of missed trips.

- c. Monthly totals of the criteria provided by the CONTRACTOR will be compared to goals set forth in the Quality Assurance Program. Adherence to these performance standards is required and failure to meet them could result in liquidated damages.
- d. ADA Database in GIS format to allow the CITY to look at passenger trips based on ADA trips their origin and destinations. This assistance may include, but not be limited to: providing records, receipts, reports, etc., answering questions from the CITY Staff, completing report forms, etc.

1.3 NATIONAL TRANSIT DATABASE (NTD) REPORTING REQUIREMENTS

- a. National Transit Database (NTD) report, which is submitted monthly and annually to the FTA. In order to maintain adequate Federal funding, the CITY requires the CONTRACTOR to enter required data directly into the NTD database on a monthly basis. The CONTRACTOR will be issued a login USERID and Password and be responsible for the input of the information correctly and on time as required. The following items need to be inputted to the system:
 - i. Vehicles operated in maximum service.
 - ii. Vehicles available for maximum service.
 - iii. Periods of Service (time service begins and ends).
 - iv. Service Supplied (to include number of vehicles in operation, total actual vehicle miles, total vehicle hours, total actual vehicle revenue miles and total actual vehicle revenue hours.
 - v. Unlinked passenger trips.
 - vi. Passenger miles.
 - vii. ADA Unlinked passenger trips.
 - viii. Days of Operation.
 - ix. Days not operated due to strikes or officially declared emergencies.
 - x. Fuel Consumption.
 - xi. Service interruptions or major breakdowns.
 - xii. Fares retained by contactor personnel.
 - xiii. Cost to provide service
- b. To successfully carry out the Complementary Paratransit Quality Assurance Program, the CONTRACTOR will provide the following information to the CITY on a monthly basis:
 - i. Driver manifests indicating scheduled pick up time versus actual pick up time and scheduled destination drop off time versus actual destination drop off time.
 - ii. A record of ADA complaints received from passengers.
 - iii. Accident data.
 - iv. Total Vehicle mileage.
 - v. ADA Vehicle mileage.
 - vi. Passenger counts.
 - vii. Trip cost data.
 - viii. Telephone statistics for Reservations and Customer Service: Reports will be provided in the proscribed format.
 - ix. Passengers per hour totals.
 - x. Total System No show numbers.
 - xi. ADA No show Numbers.
 - xii. Total System Cancellations.
 - xiii. Total ADA Cancellations.
 - xiv. Trip denials.

R. OPERATIONAL PROCEDURES

Performance Measures: The CONTRACTOR is expected to meet the following measures of service quality:

a. On-Time Performance:

- 1) On-time performance is based on destination drop off and travel times. RTS allows for zero tolerance of late destination drop off. The industry standard is a minimum of 90% on time performance rate for pick-up and drop-off for the same trip.
- 2) The CONTRACTOR will be considered to be on-time when its vehicle arrives to transport a rider within the 30 minute scheduled pick-up window as shown on the vehicle manifest/schedule and the passenger arrives at the agreed on appointment time no earlier than 30 minutes prior to the scheduled appointment time.
- 3) On-time performance will be measured from data received on completed driver manifests/schedules, and may be supplemented with data from any form of monitoring, "Where Is My Ride" calls, and from customer satisfaction surveys.
- 4) The CONTRACTOR will be charged with a valid early vehicle complaint when its vehicle arrives to transport a rider more than fifteen (15) minutes before the scheduled pick-up window as shown on the vehicle manifest/schedule.

- 5) In these instances, the CONTRACTOR is required to wait until five minutes before the scheduled pick-up time as shown on the vehicle manifest/schedule before going to the rider's door; however, the rider is free to travel early if he/she is aware of the CONTRACTOR presence and chooses to travel early. No pressure or implied pressure of the van leaving will be given to the rider if the driver has arrived before the pick-up window opens and the rider is not ready to go.
- 6) The CONTRACTOR will be charged with a valid early drop off if the client arrives more than thirty (30) minutes prior to their requested appointment time.
- 7) The CONTRACTOR will be charged with a valid late vehicle complaint when its vehicle arrives to transport a rider more than fifteen (15) minutes after the scheduled pick-up window as shown on the vehicle manifest/schedule.
- 8) The CONTRACTOR will be charged with a missed trip when its vehicle arrives to transport a rider more than sixty (60) minutes after the close of the pick-up window.

b. Service Complaints:

- 1) The CONTRACTOR will be charged with a valid complaint when the RTS determines that the CONTRACTOR has failed to provide service in accordance with either the requirements of this Scope of Work and/or in instances where the CONTRACTOR response to a complaint is inadequate or incomplete.
- 2) Issues which may generate complaints include, but are not limited to: phone issues, late vehicles, unclean vehicles, unsafe vehicles, impolite personnel, unsafe securement practices, unsafe driving, music on board the vehicle, etc.

c. Service Safety:

- 1) The CONTRACTOR is expected to have no more than one point four (1.4) at-fault accident per one hundred thousand (100,000) miles of revenue service.
- 2) If the CONTRACTOR fails to meet the service standard for at-fault accidents at any time, the CONTRACTOR may be subject to liquidated damages in accordance with the agreed contract.
- 3) The CONTRACTOR is expected to have no more than two (2) road calls per ten thousand (10,000) miles of revenue service.
- 4) If the CONTRACTOR fails to meet the mileage between road calls standard of the contract for three (3) consecutive months, the CONTRACTOR may be subject to liquidated damages in accordance with the agreed contract.

d. Delivery of Completed Vehicle Manifests/Schedules:

The CONTRACTOR is required to provide an invoice monthly to RTS for the ADA paratransit trips provided.

e. Missed Trips:

The CONTRACTOR is expected to miss no more than zero (0) percent of all trips. If the CONTRACTOR misses more than two and a half (2.5) percent per thousand (1,000) trips performed for more for three consecutive months, the CONTRACTOR may be subject to liquidated damages in accordance with this contract.

f. Valid Complaints:

- 1) The CONTRACTOR is expected to be charged with no more than three (3) valid complaints per one thousand (1,000) trips provided.
- 2) Complaint resolution- RTS will contact the passenger voicing the complaint within 10 days of receiving the complaint to discuss complaint resolution. The CONTRACTOR will provide RTS complaint responses within a timely manner to adhere to the one-week timeline.
- 3) If the CONTRACTOR fails to meet this standard at any time, the CONTRACTOR may be subject to liquidated damages in accordance with the agreed contract.

S. ACCOUNTABILITY AND AUDIT REQUIREMENTS

- 1.1 The CONTRACTOR shall maintain financial and other records, documents or reports as necessary to properly account for all funds expended in performance of this Agreement and to allow for the audit of such records or reports by the CITY, FTA and/or their designees.
- 1.2 All records related to this Agreement shall be available for inspection, review or audit by personnel duly authorized by the CITY at all times for a period of at least three (3) years from the date of payment. Such review shall be during the regular business hours of the CONTRACTOR following reasonable notice.
- 1.3 The CONTRACTOR will have an independent audit of their financial statement for its Gainesville location performed annually. Within 30 days after the completion of the audit, but in no case more than 9 months after the end of the CONTRACTOR'S fiscal year. If a management letter or any other reports or correspondence relating to audit findings or recommendations are issued in connection with the audit, copies shall accompany the audit report. Such audits shall be performed by a Certified Public Accountant licensed by the State of Florida and prepared in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States. The CONTRACTOR shall ensure that all audit work papers and reports are retained for a minimum of three years from the date of the audit report, unless notified

in writing by the CITY to extend the retention period. The Provider shall also ensure that audit work papers are made available upon request to the CITY or its designee.

T. PAYMENTS

1.1 As consideration for the CONTRACTOR satisfactorily performing the Scope of Services set forth in this RFP, the CITY shall pay the CONTRACTOR according to the tasks identified in the Scope of Services.

Method of Payment

- a. Properly completed manifests are essential for the processing of payments to the CONTRACTOR.
- b. The CONTRACTOR shall require drivers to enter all trip data on each manifest as trips are performed. The manifest shall indicate each trip supplied by the CONTRACTOR.
- c. The CONTRACTOR shall invoice the CITY on a monthly basis for trips actually operated. The invoice shall be submitted by the 10th day of each month for the month preceding. The invoice shall indicate a deduction for fares collected.
- d. Each invoice will be reconciled by the CITY to ensure bill trips are within the CITY limits or within the 3/4 mile buffer from the fixed route.
- e. Any discrepancies between the CONTRACTOR invoice and the CITY records must be corrected to reflect actual rider activity.
- f. The CONTRACTOR shall not be reimbursed for fares it was required to collect but failed to collect.
- g. The CITY shall pay the CONTRACTOR within 30 days of receipt of a correct invoice from the CONTRACTOR.
- h. If the CITY disputes any portion of CONTRACTORS invoice, the CITY shall notify CONTRACTOR in writing within fourteen (14) days of receipt of the CONTRACTOR invoice.
- i. The CITY cannot pay partial invoices, so any disputed invoice has to be rectified prior to payment. Any invoices not in dispute will be paid within thirty (30) days of receipt of the CONTRACTOR'S invoice.
- j. Late invoices, and/or manifests may delay payment or result in the assessment of liquidated damages. Incomplete invoices or manifests shall cause payment to be delayed or withheld until there is substantial compliance with the requirements of this section. The CITY shall not pay for cancelled or no-show trips.
- k. The CITY will only be charged for a mobility aided trip if the 4 point securement system is used. Since the CITY provides lift equipped vehicles just the need for a lift does not constitute a mobility aided trip.
- l. The CITY will deduct payments for the Capital Replacement fund, any purchased Bus Passes, and the cost of yearly vehicle lease from the CONTRACTORS monthly bill.

U. INSURANCE

Refer to Sec V Item B, #5 for insurance requirements and provide a letter from the insurance company stating the company's ability to meet the insurance standards. If bidder is self-insured a certification of amounts of self-insurance the company currently carries will suffice.

V. RECORDS

1.1 The CONTRACTOR shall maintain such financial records and other records as may be prescribed by the CITY or by applicable federal and state laws, rules and regulations. The CONTRACTOR shall retain these records for a period of three (3) years after final payment, or until they are audited by the CITY, whichever, event occurs first. These records shall be made available for examination, transcription and audit by the CITY, its designees, or other authorized bodies during the term of the Agreement and for three years, thereafter.

1.2 Rates and charges shall be reviewed over the term of the Agreement and may provide for a reduction in rate if operational costs prove to be less than the agreed upon rate.

W. CAPITAL REPLACEMENT FUND

The CONTRACTOR will pay the CITY a flat monthly charge using the formula (the 20% local match for the grant program for each vehicle divided up over 60 months) which will be used for the capital replacement program. This will insure RTS has the match money needed to purchase replacement vehicles to continue to provide service for all paratransit passengers. The CITY will deduct payment from the monthly service invoice.

X. PERFORMANCE GUARANTEES

As a public service entity, the CITY and its contracted vendors/brokers are responsible for maintaining a level of quality service, which includes timely response and resolutions to customer service inquiries and/or complaints, as well as timely submission of invoicing. Failure to comply could result in liquidated damages or other consequences.

Y. 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:

- a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- b. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
- c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- d. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
- e. Help remove barriers to the participation of DBEs in DOT assisted contracts;
- f. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- g. 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:

- a. Certified, at the time of bid opening or proposal evaluation, by the [certifying City of Gainesville or the Unified Certification Program (UCP)]; or
- b. 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
- c. Certified by another City of Gainesville 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, 2016 through September 30, 2020 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.

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 Contractor 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 any 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

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*.

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 City of Gainesville of [name of State], 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 [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. 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 operating public transportation service:*

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.

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.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

DISCLOSURE OF LOBBYING ACTIVITIES

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: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> 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 <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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 Bidder's authorized representative hereby certifies that all information included in the Contractor Responsibility Certification or otherwise submitted for purposes of determining the Bidder'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 Bidder by his or her signature below.

Bidder Name: _____

Name/Title of person completing this form: _____

Signature: _____

Date: _____

**SUBCONTRACTOR/SUBCONSULTANT LIST
and
BIDDER STATUS**

The Bidder/Proposer shall provide information on ALL prospective subcontractor(s)/subconsultant(s) who submit bids/quotations in support of 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 Bidder/Proposer: _____

Name/Title of person completing this form: _____

Is Bidder/Proposer a DBE? ___ Yes ___ No

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

Signature: _____

Date: _____

SECTION VII – PRICE PROPOSAL

- 1.1 The following pricing is submitted as the all-inclusive pricing to provide paratransit services in accordance with the requirements of the Scope of Work/Services as set forth in this RFP document. Enter below for each service the total amount (price) to be paid by the CITY. The *Estimated Quantity* listed in the following Schedule is for evaluation purposes only.
- 1.2 Proposal pricing shall be an all-inclusive per trip unit price for all services performed under this contract. Said pricing shall be firm for the first two (2) years of the five year contract. This contract is subject to a percentage increase to the *Unit Price* of each line item annually beginning with year three (3) of the contract, not to exceed 3% . The increase shall be in accordance with the U.S. Bureau of Labor Statistics National Consumer Price Index (CPI), “All Urban Consumers”, “U.S. All Items, 1982-84=100 – CUUR0000SA0”, “Not Seasonally Adjusted” , “U.S. city average” as measured for the previous 12 month period ending in May of each year. Beginning with year three (3) of the contract, the City will consult the aforesaid index for the month of May and send written notice of the percentage increase by August 15th, unless the data is not yet available. Should the index indicate a percentage decrease the *Unit Price* of each line item will remain unchanged for that corresponding year of the contract.

City of Gainesville amd Alachua County Service Area

Line Item	Description	Estimated Quantity Per Month	Unit	Unit Price
1	ADA Service Area Ambulatory	4484	Per Trip	\$
2	ADA Service Area Wheel Chair	1390	Per Trip	\$
3	ADA Companions	35	Per Trip	\$

- 1.3 If circumstances regarding your overhead costs to provide the contracted service change, then contractor may submit a request, with proper documentation, for renegotiation of the per trip rates. The City will allow one such renegotiation opportunity only during the first two years of the contract.

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.

Bidder’s Signature

Date

PROPOSAL RESPONSE FORM – SIGNATURE PAGE

(submit this form with your proposal)

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

PROJECT: **ADA Paratransit Service in City of Gainesville and Alachua County**

RFP#: **RTSX-190028-DS**

RFP DUE DATE: **March 27, 2019 @ 3:00 p.m.**

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 DISABLED VETERAN BUSINESS STATUS (check one)

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Program? (Refer to Definitions) YES NO

Is your business qualified as a Local Service-Disabled Veteran Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Program? (Refer to Definitions) 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:

PROPOSER:

Signature

Signature

By: _____

By: _____

Title: _____

Title: _____

**CITY OF GAINESVILLE
GENERAL GOVERNMENT
PROCUREMENT DIVISION SURVEY
BID INFORMATION**

BID #: RTSX-190028-DS

DUE DATE: March 27, 2019 @ 3:00 pm

**SEALED PROPOSAL ON: ADA Paratransit Service in City of Gainesville and
Alachua County**

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: _____

Address: _____