

**Issue Date:**           **October 2, 2018**

*A Pre-Proposal Conference will not be held.*

**\*\*Question submittal deadline is October 15, 2018.\*\***

**Bid Due Date:**       **October 31, 2018 @ 3:00 p.m. local time**

**REQUEST FOR PROPOSAL**

**RFP NO. RTSX-190010-DS**

**MAJOR UPDATE TO**  
**TRANSIT DEVELOPMENT PLAN**

**Purchasing Representative:**

Daphyne Sesco, Procurement Specialist III

Purchasing Division

Phone: (352) 334-5021

Fax: (352) 334-3163

Email: [sescoda@cityofgainesville.org](mailto: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  
MAJOR UPDATE TO TRANSIT DEVELOPMENT PLAN**

**SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES**

**RFP#:** RTSX-190010-DS

**Bid Date:** October 2, 2018

**A. INTRODUCTION/BACKGROUND**

The City of Gainesville (hereafter “City”) is requesting proposals from qualified providers of a full range of transit planning services associated with the operation of an urban transit system. The State of Florida Public Transit Block Grant Program was enacted by the Florida Legislature to provide a stable source of state funding for public transportation. The Block Grant Program requires public transit service providers to develop and adopt a ten-year Transit Development Plan (TDP), per the requirements set forth in Chapter 14-73, Florida Administrative Code (FAC). Annual progress reports also must be submitted to the Florida Department of Transportation (FDOT) by September 1st of each year. A major update is required every five years and the annual progress reports are required in the interim years. *This RFP is for a 5-year major update to the 10-Year TDP.*

The ten-year TDP is a strategic guide for public transportation in the community over the next ten years. It represents the transit agency's vision for public transportation in its service area during this time period. Generally, the TDP process includes an assessment of overall transit-related needs in the community along with a phased implementation plan of recommended improvements for helping address those needs. Specifically, a TDP includes the following major elements:

- Public involvement plan and process
- Base data compilation and analysis (review of demographic and travel behavior characteristics of the service area)
- Performance evaluation of existing services
- Situation appraisal (transit agency strengths and weaknesses; external barriers and opportunities; estimation of community demand for transit)
- Goals and objectives
- Transit demand and mobility needs
- Development of proposed transit enhancements (funded and unfunded)
- Five or Ten-year implementation plan
- Five or Ten-year financial plan (projected costs and revenues)
- Other strategic issues specific to a given study area

As indicated previously, new TDP requirements were formally adopted by FDOT on February 20, 2007. For those familiar with the previous TDP requirements, major changes to the rule include the following:

- Extends the planning horizon from five years to ten years.
- Requires major updates every five years rather than every three years.
- Requires a public involvement plan to be developed and approved by FDOT or consistent with the approved metropolitan planning organization (MPO) public involvement plan.
- Requires that FDOT, the regional workforce board, and the MPO be advised of all public meetings where the TDP is presented and discussed and that these entities be given the opportunity to review and comment on the TDP during the development of the mission, goals, objectives, alternatives, and ten-year implementation program.
- Requires the estimation of the community's demand for transit service (10-year annual projections) using the planning tools provided by FDOT or a demand estimation technique approved by FDOT.

An additional requirement for the TDP was added by the Legislature in 2007, when it adopted House Bill 985, amending s. 341.071, F.S., requiring transit agencies to “...specifically address potential enhancements to productivity and performance which would have the effect of increasing farebox recovery ratio”. The FDOT subsequently issued guidance requiring the TDP and each annual update

to include a one to two page summary report on the farebox recovery ratio, and strategies implemented and planned to improve it, as an appendix item.

This scope of services ensures that the major update of the TDP will comply with all requirements of the new TDP rule, as well as the guidance released by FDOT in August 2009 entitled “Florida Department of Transportation Guidance for Producing a Transit Development Plan”.

**B. RFP TIME TABLE**

The anticipated schedule for the RFP and contract approval is as follows (all dates are subject to change):

RFP available for distribution	October 2, 2018
Deadline for receipt of questions	October 15, 2018
Deadline for receipt of proposals	October 31, 2018 (3:00 p.m. local time)
Evaluation/Selection process	Week of November 12, 2018
Discussions/Oral presentations, if conducted	Week of November 26, 2018
Project award date	January, 2018
Contract start date	February, 2018

**C. PROPOSAL SUBMISSION**

One original and 4 copies (a total of 5) of the complete proposal must be received by October 31, 2018 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), October 31, 2018 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 pre-proposal conference will not be held. The question submittal deadline is October 15, 2018.

**E. CONTACT PERSON**

The contact person for this RFP is Daphyne Sesco, Procurement Specialist III, 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. LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION**

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

**S. LIVING WAGE – Not Applicable for this Project**

[ ] This contract is a covered service. (See Living Wage Decision Tree - Exhibit C attached hereto)

[x] This contract is not a covered service.

The Living Wage ordinance, Ordinance 020663, as amended at Ordinance 030168, and as shown on the City’s web page, applies to certain contracts for specific “Covered Services,” which the City has determined may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Bidders/Proposers should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the services purchased are “Covered Services”, the prime contract amount exceeds the threshold amount, the bidder/proposer meets the definition of Service Contractor/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be \$\_\_\_\_\_ per hour (Living Wage with Health Benefits) or \$\_\_\_\_\_ per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached as Exhibit B hereto, prior to the City executing the contract. Once executed, such certification will become part of the contract; however, failure to sign such certification will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall comply with the provisions of the City of Gainesville’s living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize the City to withhold payment of funds until the living wage requirements have been met.
- (2) The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, the City shall not be deemed a necessary or indispensable party in any litigation between the contractor and a subcontractor concerning compliance with living wage requirements.

**T. 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.

**U. 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.



**V. 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.

**W. ART IN PUBLIC PLACES – Not Applicable for this Project**

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

**X. DAVIS-BACON – Not Applicable for this Project**

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

## SECTION II – SCOPE OF SERVICES

### A. INTENT

It is the intent of the City of Gainesville to obtain proposals from qualified providers of a full range of transit planning services associated with the operation of an urban transit system.

The Consultant shall provide and perform the following professional services which shall constitute the general scope of basic services under the covenants, terms, and provision of this solicitation:

Provide a full range of transit planning services associated with the operation of an urban transit system. These include proven expertise in the following areas:

- Route and service planning
- Park and Ride development, analysis and planning
- Comprehensive operational analysis
- Ridership analysis and forecasting for existing services, service modifications and potential new service including potential “FTA New Starts” and “FTA Small Starts”
- Comprehensive Plans and Future Land Use—enhancement of coordination with transit service including transit oriented development and traditional neighborhood design
- Transportation analysis
- Bus route timing/schedule adherence
- Bus stop and amenity design
- Transit access studies
- Transit corridor study and design
- Transit facilities—Hub transfer center design and review
- Transfer station planning
- General transit planning
- Transit planning coordination
- Bus stop ADA compliance review
- Planning and analysis for bus preferential treatment
- Bus Rapid Transit
- Fare policy analysis
- Financial planning and analysis including service costing and passenger revenue forecasting
- Performance monitoring and evaluation
- Alternative analysis
- Paratransit planning and service analysis
- Geographical information systems analysis
- Transportation modeling—four step process
- Analysis of computer information system planning applications
- Passenger survey development and analysis including on-board surveys, origin and destination analysis and user satisfaction
- Intelligent transportation systems planning
- Federal transit funding and compliance requirements including grant, Title VI, Environmental Justice analysis and Americans with Disabilities Act (ADA) requirements
- Public participation program development
- Visualization techniques

Gainesville Regional Transit System expects the proposers will have personnel with the following qualifications:

- Computerized GIS mapping
- Transit route and service planning
- Route and system ridership analysis and modeling
- Service analysis and costing
- Financial analysis and planning
- Survey design, administration and analysis
- Performance monitoring
- Report writing and presentation
- Trend analysis
- FTA regulations
- Very Small Starts Funding eligibility
- Bus stop and transit passenger facility design capability
- Facilitated workshop and presentations
- State certification for Architectural and Engineering Services

## **B. MINIMUM REQUIREMENTS**

Consultants shall have verifiable experience in the performing or overseeing the performance of a minimum of three (3) similar projects specifying TDP within the past five (5) years. In the event more than one entity is joining in making this proposal, each entity shall set forth its respective experience and qualifications for those areas the entity intends to perform. If subcontractors are to be used in your proposal or given to meet the minimum qualifications, detail the business entities, description of the service provided, and responses in the same level of detail.

To validate experience, expertise and capabilities, proposers shall provide the following details for each of the Proposer(s)' relevant past performance of similar projects:

- Name and location of the Client and the project, the year of performance and the date the project was fully operational and accepted. The specific details of the project including the components and subcontractors utilized. Specify the name, title and telephone number for the Client's contract manager for the project;
- Names of your firm's staff and their direct involvement in the project; and,
- Name and telephone numbers of the persons representing the individual agencies with which the identified key staff directly worked; and Governmental agency, if any, which verified compliance with its requirements or standards, and the names and telephone numbers of the key persons with direct knowledge of this process to achieve compliance.

## 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

Consultants shall have verifiable experience in the performing or overseeing the performance of a minimum of three (3) similar projects specifying TDP within the past five (5) years. In the event more than one entity is joining in making this proposal, each entity shall set forth its respective experience and qualifications for those areas the entity intends to perform. If subcontractors are to be used in your proposal or given to meet the minimum qualifications, detail the business entities, description of the service provided, and responses in the same level of detail.

To validate experience, expertise and capabilities, proposers shall provide the following details for each of the Proposer(s)' relevant past performance of similar projects:

- Name and location of the Client and the project, the year of performance and the date the project was fully operational and accepted. The specific details of the project including the components and subcontractors utilized. Specify the name, title and telephone number for the Client's contract manager for the project; and
- Names of your firm's staff and their direct involvement in the project.
- Name and telephone numbers of the persons representing the individual agencies with which the identified key staff directly worked; and
- Governmental agency, if any, which verified compliance with its requirements or standards, and the names and telephone numbers of the key persons with direct knowledge of this process to achieve compliance.

## 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 may 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
- 2) Technical Qualifications
- 3) Understanding of the Project
- 4) Past Performance
- 5) Key Personnel

#### 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. 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.
3. A competitive range of those proposals, which have a reasonable chance of being selected for award, may be used to determine which proposers move forward for oral presentations, and/or discussions/negotiations, if needed.
4. If oral presentations are requested, the proposers shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the City. Proposers selected for further presentations should provide one (1) electronic copy of materials presented in PDF format on a CD or USB flash drive.
5. If a competitive range is used, the City may conduct discussions/negotiations with those proposers regarding any deficiencies in their proposal and to ensure that the proposers fully understand all the requirements of this RFP. Should discussions/negotiations occur, the City may issue to those proposers remaining in the competitive range an invitation to submit a revised proposal or, if discussions/negotiations are complete, a Best and Final Offer (BAFO) may be requested. 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 discussions/negotiations. Any additional costs associated either with the negotiation or completion/submission of revised proposals and/or BAFO submittals are to be made at no cost to the City.
6. If Best and Final offers are requested they 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.
7. The City reserves the right to award without discussion of proposals received, thus, proposals should be submitted with the most favorable terms possible. The final ranking of proposers 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 upon final execution and must be finalized and submitted to RTS by no later than August 12, 2019.
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

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

### B. BACKGROUND

The State of Florida Public Transit Block Grant Program was enacted by the Florida Legislature to provide a stable source of state funding for public transportation. The Block Grant Program requires public transit service providers to develop and adopt a ten-year Transit Development Plan (TDP), per the requirements set forth in Chapter 14-73, Florida Administrative Code (FAC). Annual progress reports also must be submitted to the Florida Department of Transportation (FDOT) by September 1st of each year. A major update is required every five years and the annual progress reports are required in the interim years. *This RFP is for a 5-year major update to the 10-Year TDP.*

The ten-year TDP is a strategic guide for public transportation in the community over the next ten years. It represents the transit agency's vision for public transportation in its service area during this time period. Generally, the TDP process includes an assessment of overall transit-related needs in the community along with a phased implementation plan of recommended improvements for helping address those needs. Specifically, a TDP includes the following major elements:

- Public involvement plan and process
- Base data compilation and analysis (review of demographic and travel behavior characteristics of the service area)
- Performance evaluation of existing services
- Situation appraisal (transit agency strengths and weaknesses; external barriers and opportunities; estimation of community demand for transit)
- Goals and objectives
- Transit demand and mobility needs
- Development of proposed transit enhancements (funded and unfunded)
- Five or Ten-year implementation plan
- Five or Ten-year financial plan (projected costs and revenues)
- Other strategic issues specific to a given study area

Consistent with the TDP preparation guidelines from FDOT, it is understood that the initial five years of the plan will be characterized by substantially greater detail than the subsequent five years. The latter part of the planning horizon is intended to be more strategic in nature.

As indicated previously, new TDP requirements were formally adopted by FDOT on February 20, 2007. For those familiar with the previous TDP requirements, major changes to the rule include the following:

- Extends the planning horizon from five years to ten years.
- Requires major updates every five years rather than every three years.
- Requires a public involvement plan to be developed and approved by FDOT or consistent with the approved metropolitan planning organization (MPO) public involvement plan.
- Requires that FDOT, the regional workforce board, and the MPO be advised of all public meetings where the TDP is presented and discussed and that these entities be given the opportunity to review and comment on the TDP during the development of the mission, goals, objectives, alternatives, and ten-year implementation program.
- Requires the estimation of the community's demand for transit service (10-year annual projections) using the planning tools provided by FDOT or a demand estimation technique approved by FDOT.

An additional requirement for the TDP was added by the Legislature in 2007, when it adopted House Bill 985, amending s. 341.071, F.S., requiring transit agencies to "...specifically address potential enhancements to productivity and performance which would have the effect of increasing farebox recovery ratio". The FDOT subsequently issued guidance requiring the TDP and each annual update to include a one to two page summary report on the farebox recovery ratio, and strategies implemented and planned to improve it, as an appendix item.

This scope of services ensures that the major update of the TDP will comply with all requirements of the new TDP rule, as well as the guidance released by FDOT in August 2009 entitled “Florida Department of Transportation Guidance for Producing a Transit Development Plan”.

## C. SCOPE OF SERVICES

The following scope of services describes the tasks and resulting deliverables that will be necessary to complete a major update of the TDP. The scope is organized into eight major tasks, as listed below:

- Task 1: Establish and Coordinate with Review Committee
- Task 2: Establish Baseline Conditions
- Task 3: Facilitate Public Involvement
- Task 4: Identify and Evaluate Existing Transit Services
- Task 5: Evaluate Demand and Mobility Needs
- Task 6: Conduct Situation Appraisal
- Task 7: Develop Goals and Objectives
- Task 8: Prepare Five-Year Transit Development Plan

Each of the eight tasks is summarized in the remainder of this scope of services. It is important to note, however, that every community has unique issues and characteristics. As a result, the TDP planning process must be flexible to adapt to issues specific to a given study area.

**Bidders are to provide a project schedule with their bid proposal. The TDP must be finalized and submitted to RTS by not later than August 12, 2019. Please consider the anticipated contract start date listed in the RFP Time Table on page 2 and under Term on page 14, when determining your project schedule.**

### Task 1: Establish and Coordinate with Review Committee

A Review Committee will be established at the outset of the project to monitor and provide input throughout the study and to evaluate the deliverables produced by the Consultant. The composition of the Review Committee will be determined cooperatively by the transit agency and Consultant team; the Consultant team could utilize members that were part of RTS’s streetcar, Bus Rapid Transit (BRT), Comprehensive Operational Analysis (COA) studies; the University of Florida, Santa Fe College and east Gainesville community. The Consultant will respond to all recommendations from the committee. The Consultant will prepare for, lead, and participate in three to six meetings of the Review Committee (including kickoff and monthly status report meetings).

#### 1.1 Responsibilities of RTS

- Provide input to Review Committee composition.
- Coordinate logistics of Review Committee meetings.
- Convene Review Committee meetings.

#### 1.2 Responsibilities of Consultant

- Establish a Review Committee.
- Prepare for, lead, and participate in three Review Committee meetings.

### Task 2: Establish Baseline Conditions

This task includes the compilation of demographic, socio-economic, land-use, transportation, and transit data for the study area with assistance from the metropolitan planning organization (MPO) and other agencies as appropriate.

To establish the baseline conditions for transit in the study area, demographic, socio- economic, and various transportation data will be collected to provide historical background and a description of the area. The latest data from the Census of Population (American Community Survey also) and Housing and the Bureau of Economics and Business Research (BEBR) of the University of Florida will be used as part of primary data sources. These data will be supplemented by other data available from the transit agency, MPO, counties, cities, and other sources, as available. Data to be compiled include the following:

- physical description of service area
- population by age and income

- population density
- housing density
- employment density
- labor force
- auto ownership
- tourist and visitor levels
- transportation disadvantaged population
- land uses and densities
- major trip generators
- area roadway and traffic conditions, including levels of service, current or projected capacity deficiencies, and current and planned transit routes
- Minority and Low income areas
- Non-English speaking areas

## 2.1 Responsibilities of RTS

- Provide guidance to RTS staff regarding the content and format for documenting baseline conditions.
- Review baseline conditions documentation.

## 2.2 Responsibilities of Consultant

- Coordinate with Consultant regarding the content and format for documenting baseline conditions.
- Compile demographic, socio-economic, land-use, transportation, and transit data for the study area.
- Prepare baseline conditions documentation for incorporation into Technical.
- Memorandum No. 1.

## Task 3: Facilitate Public Involvement

The Consultant will prepare a public involvement plan and take the lead in conducting any necessary public involvement activities, such as stakeholder interviews, on-board surveys, and user and non-user discussion group workshops. The following sub-tasks outline the effort required for this task.

### Task 3.01: Develop Public Involvement Plan

A public involvement plan will be developed for the major update of the TDP. Consistent with the TDP rule, the public involvement plan shall be approved by FDOT or be consistent with the MPO's public involvement plan. Throughout the plan development process, coordination will occur with FDOT, the regional workforce board, and other stakeholders. In particular, coordination will occur as it relates to public involvement opportunities and review of the draft TDP. Review and input will include the mission, goals, and objectives; transit alternatives; and the five-year implementation program. The public involvement plan will include numerous public involvement techniques, as described in the remainder of this task description. The public involvement plan will also be consistent with RTS's Title VI public involvement plan and focus on incorporating Limited English Proficient (LEP) persons and other transportation dependent groups.

### Task 3.02: Conduct Stakeholder Interviews

Through a series of ten stakeholder interviews, the Consultant will assess the attitudes of key local officials and community leaders regarding current transit service. The interviews will seek to assess political leaders' views on transit's current and future role and characteristics in the community, transit finance and governance, and other issues relevant to the transit plan. An interview script will be developed for use in guiding the interviews.

### Task 3.03: Conduct On-Board Survey

The Consultant will conduct a system-wide on-board survey of fixed-route bus patrons to inquire about passenger demographics, travel behavior (frequency, purposes, transfer rates, and origin/destination pairs), satisfaction, needs, and issues. At a minimum, the number of valid survey responses must allow for statistical validity. A survey form will be developed with input from the project Review Committee. Efforts will be made to utilize the same survey questions from previous on-board surveys to provide consistency of survey analysis results and facilitate the comparison of results over time. For purposes of the budget, it is assumed that this task will be completed through the use of on-board surveyors to help facilitate the survey administration process and ensure a higher response rate. Temporary personnel will be utilized as surveyors. All survey personnel will be required to go through a survey training workshop that will be facilitated by the Consultant at the agency prior to the start of the survey effort. The Consultant will work with RTS staff to ensure an

appropriate level of on-site administration of the survey effort throughout the anticipated two-week survey process. The Consultant will provide staff support during the first week of the process for surveyor and RTS staff training purposes. Non-English speaking population must be considered in the survey process.

#### **Task 3.04: Conduct Discussion Group Workshops**

The Consultant will seek to identify and assess general community perceptions of transit to help identify issues and opportunities for the transit agency. Although there are several methodologies for collecting such information, one of the more cost-effective methods of obtaining public input on transit is through the use of discussion group workshops. Although not intended to provide a statistically valid sample, a discussion group is an excellent tool for revealing the attitudes of a particular group because of the open-ended nature of group discussions. For the TDP update, it is proposed that two workshops be held. At least one of the workshops will be conducted using current transit riders to help represent the "user" perspective. In addition, at least one of the workshops will consist of members from the business, health, and education communities, as well as local chambers of commerce, to help represent the views of informed "non-users." RTS staff will work with the Review Committee to identify potential participants and preferred venues for the workshops.

#### **Responsibilities of RTS**

- Review public involvement plan and coordinate with FDOT regarding approval of the public involvement plan.
- Coordinate logistics for discussion group workshops.

#### **Responsibilities of Consultant**

- Prepare public involvement plan.
- Prepare for and facilitate ten stakeholder interviews.
- Prepare for and conduct on-board survey.
- Facilitate two discussion group workshops.
- Integrate baseline conditions documentation from Task 2.

### **Task 4: Identify & Evaluate Existing Transit Services**

The Consultant will review and evaluate existing transit service in the study area. The following sub-tasks outline the effort required for this task.

#### **Task 4.01: Inventory Existing Transportation Services**

The Consultant will work with agency staff to develop an inventory of all existing public and private transportation services operating in the study area. The inventory effort will include providers of service to the transportation disadvantaged, intercity bus operators, charters, and taxis. To the extent possible, and dependent on the participation of the individual providers, the following information will be collected for purposes of the inventory.

- Facilities: location, age, and condition
- Type of Operation (previous and current)
- Service area, service frequency, destinations and number of riders
- Equipment: type, age and condition
- Rolling stock: type, age, special accessories
- Affiliated groups and programs with a role in public transit

#### **Task 4.02: Conduct Trend Analysis of Existing Transit Service**

The Consultant will conduct a trend analysis of existing fixed-route transit service in the study area. This review of the transit agency will employ RTS's adopted performance standards. This evaluation will be conducted using both historical as well as the most current validated data available from the National Transit Database (NTD) and Automatic Passenger Counters (APC). As part of the overall performance review of the system, this analysis will be used to help assess the extent to which the transit agency is meeting the stated goals and objectives for transit service.

A similar review also will be conducted, albeit on a reduced scale because of the availability of fewer indicators and measures, for complementary ADA paratransit service provided by the transit agency. For this evaluation, the NTD data also will be utilized.

**Task 4.03: Conduct Peer Review Analysis of Existing Transit Service**

The Consultant will conduct a peer review analysis that compares the transit agency's fixed-route services with other systems that have similar agency features located elsewhere in Florida and throughout the southeastern United States. This cross-sectional evaluation will be conducted for a single year using the most current validated data available from the National Transit Database (NTD); for state of Florida agency comparisons use the most recent FDOT Transit Handbook.

**Task 4.04: Conduct Capacity/Supply Evaluation of Existing Transit Service**

The Consultant will conduct a general system-wide capacity/supply evaluation of the existing fixed-route and paratransit services by estimating and comparing passenger miles and seat miles for the system. This analysis will provide a measure of the extent to which available capacity is currently being utilized.

**Task 4.05: Prepare Technical Memorandum No. 1**

The draft Technical Memorandum No. 1 will be prepared to compile all of the data and results from Tasks 1 through 4. The draft tech memo will summarize the study area's baseline conditions, including demographic, economic, and transportation information; the attitudes of local officials and leaders in the community based on the stakeholder interviews; the results of the on-board survey; and the findings from the series of discussion group workshops.

The draft tech memo will also summarize the inventory of transportation providers in the study area, as well as the performance review of the transit agency's fixed-route and paratransit services. The performance review will include the trend analysis, peer review analysis, and capacity/supply analysis results. An appendix will be included that will present all of the inventory information for the existing transit services in the study area.

The draft tech memo will be disseminated to the Review Committee for consideration and comment. All comments and modifications recommended by the committee will be incorporated into the tech memo in preparation for inclusion in the draft final TDP document.

**Responsibilities of RTS**

- Coordinate with Consultant regarding content and format of the inventory of transportation services.
- Update inventory of existing RTS transportation services.
- Coordinate with Consultant regarding the peer selection process.
- Review Technical Memorandum No. 1.

**Responsibilities of Consultant**

- Coordinate with RTS staff regarding content and format of the inventory of transportation services.
- Conduct trend analysis.
- Conduct peer review analysis.
- Conduct capacity/supply evaluation of transit services.
- Review and integrate documentation of existing transportation services.
- Prepare Technical Memorandum No. 1 (Tasks 1 through 4).

**Task 5: Evaluate Demand & Mobility Needs**

The Consultant will estimate demand for the transit agency's fixed-route and complementary ADA paratransit services over a five-year period using FDOT's Transit Boardings Estimation and Simulation Tool (TBEST). Using this future demand information, in conjunction with the public input collected previously, the transit-related needs of the study area will be assessed.

**Task 5.01: Estimate Demand for Transit Services**

The Consultant will work with RTS staff to project ridership demand for fixed-route and ADA services over a five-year plan period assuming the maintenance of existing service levels and projected services from previous TDP's.

T-BEST, a ridership projection tool developed by FDOT, will be used to prepare the five-year annual transit demand projections.

- Other tools adapted and/or developed by TOA
- Transit Orientation Index (TOI) - potential for traditional transit use
- Density Threshold Assessment (DTA) - potential for traditional and choice transit use

Additional analysis will be completed to estimate demand for service assuming that existing service levels are improved, as well. It is important to note that these analyses will be at the system level and will not necessarily yield route-specific service design or scheduling recommendations.

#### **Task 5.02: Identify & Assess Needs for Transit Services**

The Consultant will utilize the results of the previous tasks, including the findings from the public involvement activities, to assess the need for improved transit services, in recognition of City of Gainesville strategic initiative 5.5. This needs assessment will take into account travel origins and destinations, geographic areas served by the transit system, frequency and hours of service currently provided, and demographic characteristics of residents in the study area. Potential target markets for new or expanded transit service will be identified and assessed, including service to surrounding municipalities. The needs assessment also will include an examination of possible intermodal connections, coordination of service with other operators, the impact of the deployment of alternative fleet sizes, the impact of technology – develop a transit technology plant for RTS services, transit service options for serving new land developments, and the potential impacts that could occur in the ADA service. In addition, the needs assessment will, to the extent possible, present an analysis of any variation between identified need and provided service, and present alternative methods of addressing any deficiencies and the general costs and benefits of each.

#### **Task 5.03: Identify & Evaluate Alternatives**

Based on the previous study tasks and, in particular, the assessment of needs and potential opportunities, the Consultant will review and analyze alternatives for transit operation in the study area. Alternatives may range from the status quo (maintaining the existing mix of services) to a thorough restructuring of public transportation service, and may even include consideration of special event services, smaller vehicles/vans, circulators, and Transportation Demand Management measures. These alternatives will be identified and developed in conjunction with the transit agency and the Review Committee in support of the community's and agency's vision of where they want to be in five years. The alternatives will be identified and analyzed at this stage without regard for costs, in line with the strategic intent of the TDP and the express wishes of FDOT in encouraging the TDP process. An evaluation framework will be established by the Consultant (with input from the Review Committee on screening criteria and weights) that will help prioritize the alternatives.

#### **Task 5.04: Prepare Technical Memorandum No. 2**

The draft Technical Memorandum No. 2 will be prepared to compile all of the data and results from Task 5. The draft tech memo will summarize the results of the demand estimation, needs assessment, and alternatives evaluation, and will include the results of the ridership demand projections. The draft tech memo will be disseminated to the Review Committee for consideration and comment. All comments and modifications recommended by the committee will be incorporated into the tech memo in preparation for inclusion in the draft final TDP document.

#### **Responsibilities of RTS**

- Review validation of T-BEST for the TDP.
- Review T-BEST 5-year ridership projections.
- Use T-BEST to run alternative scenarios and develop 5-year ridership projections.
- Review Technical Memorandum No. 2.

#### **Responsibilities of Consultant**

- Develop or review and update as necessary existing T-BEST files (network and other supporting data).
- Estimate demand for transit services.
- Validate T-BEST for application in the TDP.
- Evaluate transit demand and mobility needs.
- Identify and evaluate improvement alternatives.
- Prepare Technical Memorandum No. 2.

## **Task 6: Conduct Situation Appraisal**

A situation appraisal will be conducted to document and understand the environment in which the transit system operates. A situation appraisal can be viewed as an assessment process that continues the theme of strategic planning by analyzing the strengths and weaknesses of the transit organization, as well as external barriers and opportunities that impact the delivery of transit services.

### **Task 6.01: Review Local Plans & Documents**

Review local plans and documents, including county and local government Comprehensive Plans, the previous TDP, the MPO long-range transportation plan, UF Transportation and Parking Strategic Plan, and the Transportation Disadvantaged Service Plan, to identify and compile community goals and objectives relating to transit and mobility.

### **Task 6.02: Perform Situation Appraisal**

At a minimum, the TDP rule requires that the following factors be analyzed:

- The effects of land use, state and local transportation plans, other governmental actions and policies, socioeconomic trends, organizational issues, and technology on the transit system.
- An estimation of the community's demand for transit service using the planning tools provided by FDOT, or a Department-approved transit demand estimation technique with support demographic, land use, transportation, and transit data. The result of the transit demand estimation process shall be a five-year annual projection of transit ridership (addressed in Task 5 of this scope of services).
- An assessment of the extent to which the land use and urban design patterns in the transit agency's service area support or hinder the efficient provision of transit service, including any efforts being undertaken by the transit operator or local land use authorities to foster a more transit-friendly operating environment.
- The results of Tasks 1 through 6 will be used to support the identification of the key components of the situation appraisal. Results will be integrated into a technical memorandum as part of Task 7.

### **Responsibilities of RTS**

- Review summary of local plans and documents, along with key themes and trends.
- Work cooperatively with Consultant to perform situation appraisal.

### **Responsibilities of Consultant**

- Review local plans and documents and prepare summary.
- Document key themes and trends from local plans and documents.
- Work cooperatively with RTS staff to perform situation appraisal.
- Document situation appraisal.

## **Task 7: Develop Goals and Objectives**

RTS staff and the Review Committee will develop goals and objectives for transit in the study area. Goals and objectives will be consistent with the goals of the local community with respect to transportation and land use, in general, and specifically to transit service. The Consultant also will work closely with the transit agency in delineating a vision of where transit wants to be in five years. While this step is implicit in each task outlined in this scope of services, it is specifically mentioned here in conjunction with the goals and objectives.

### **Task 7.01: Integrate Situation Appraisal & Previous Public Input**

RTS staff and the Consultant will review the results of Task 2 (particularly the attitudes of local officials and community leaders towards transit) and Task 6 (situation appraisal) to gain a better understanding of community goals and objectives relating to transit and mobility.

### **Task 7.02: Develop Draft Goals & Objectives**

Based on the previous sub-tasks, RTS staff will develop draft goals and objectives for the transit agency. The draft goals and initiatives will be disseminated to the Review Committee for review and approval.

### **Task 7.03: Prepare Technical Memorandum No. 3**

The draft Technical Memorandum No. 3 will be prepared to compile all of the data and results from Tasks 6 (situation appraisal) and 7 (goals and objectives). The draft tech memo will document the situation appraisal and outline the goals and objectives for the transit agency. The draft tech memo will be disseminated to the Review Committee for consideration and



comment. All comments and modifications recommended by the committee will be incorporated into the tech memo in preparation for inclusion in the draft final TDP document.

### **Responsibilities of RTS**

- Coordinate with Consultant on the assessment and integration of situation appraisal and public input into the development of goals and objectives.
- Develop goals and objectives.
- Review Technical Memorandum No. 3.

### **Responsibilities of Consultant**

- Coordinate with RTS on the assessment and integration of situation appraisal and public input into the development of goals and objectives.
- Review draft goals and objectives developed by RTS.
- Prepare Technical Memorandum No. 3.

### **Task 8: Prepare Five-Year Major Update to the 10-Year Transit Development Plan**

The Consultant will prepare a five-year major update to the ten-year TDP, based on the results of Tasks 2 through 7 and input from the Review Committee. The TDP will be policy-oriented and strategic in nature. It will integrate transit into more general long-range planning efforts such as the local comprehensive plan and planning for complementary ADA service. The TDP also will contain policies and strategies to implement the proposed plan, including the consideration of new funding sources.

#### **Task 8.01: Prepare Five-Year Major Update to the Ten-Year TDP**

The Consultant will prepare the draft TDP report, including the implementation plan and supporting financial plan. The following elements will be included in the plan:

- Institutional, organizational, and management structure, documenting any possible changes as a result of the planning process.
- Alternatives and recommendations for meeting transit needs and deficiencies.
- Five-year service and capital improvements, including funded and unfunded needs.
- Five-year financial plan, including projected operating and capital expenses, and projected revenue by source and funding (including local match requirements). A discussion of financial capacity will be included, as well as a discussion of cost allocation between various RTS partners.
- A list of recommendations for which no funding source is identified.
- A policy element ensuring that transit goals and objectives are consistent with and support the local comprehensive plan and other planning initiatives.
- An annual farebox recovery ratio report (to be prepared by RTS staff and included as an appendix).

#### **Task 8.02: Conduct Public Workshops & Presentations**

During the course of the study effort, the Consultant will coordinate with transit agency staff on the conduct of two public workshops to obtain input from the general public about the TDP update process. The first workshop will be held during the completion of Task 2 at a centrally located venue with significant public walk-through traffic and will be conducted jointly by the Consultant and RTS staff. The workshop will include mechanisms for capturing input from LEP (Limited English Proficiency) persons. The purpose of this workshop will be to acquire additional input on the perceptions of transit service and mobility needs in the study area. The second workshop will be conducted towards the end of the effort once the draft implementation plan has been completed so that public comment can be received about the proposed plan. The Consultant will lead the preparation of the materials for both workshops and the presentations.

The Consultant will prepare for and make presentations, at the direction of the transit agency, to the following groups, or as appropriate:

- Transit agency advisory board
- City Commission and County Board of Commissioners
- MTPO Board
- MTPO Technical Advisory Committee
- MTPO Citizens Advisory Committee

- Regional (Region 9) Workforce Board

**Task 8.03: Prepare Draft TDP Document**

The Consultant will produce and submit an electronic copy (PDF) of the Draft TDP for dissemination, review, comment, and acceptance. Comments on the Draft TDP will be addressed for the final version of the plan.

**Task 8.04: Prepare Draft Executive Summary for TDP**

A concise executive summary of the Draft TDP will be prepared along with the full document to facilitate more widespread dissemination of the TDP. An electronic copy (PDF) of the Draft TDP Executive Summary will be provided to the transit agency with the Draft TDP for dissemination, review, and comment. Comments on the Draft TDP Executive Summary will be addressed for the final version of the plan.

**Task 8.05: Prepare Final TDP Document**

Following presentation, review, and acceptance of the Draft TDP and Draft TDP Executive Summary, the Consultant will prepare and submit the Final TDP documents. A total of 20 printed copies of the Final TDP and Final TDP Executive Summary will be prepared by the Consultant and provided to the transit agency for consideration and adoption by the appropriate governing board. The Consultant also will prepare and provide one CD containing the TDP documentation (including all associated graphics and data) in both Microsoft Word and PDF format.

**Responsibilities of RTS**

- Coordinate with Consultant as necessary.
- Coordinate with Consultant to mail copies of draft TDP report to Review Committee.
- Review draft TDP report and executive summary.

**Responsibilities of Consultant**

- Prepare five-year update to the ten-year transit plan.
- Prepare for two public workshops and conduct the presentation in conjunction with RTS staff.
- Prepare for and give up to six presentations.
- Prepare draft TDP report and factor in response comments to final report.
- Work with RTS Staff to ensure that draft copies are mailed to Review Committee for status update meetings
- Prepare draft TDP executive summary.
- Prepare final TDP report and executive summary.

**D. 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:**

**D.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.

**D.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.

### D.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.

### D.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.

### D.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.

D.6 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

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

**Overview**

It is the policy of the City of Gainesville and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the City of Gainesville to:

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

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

**Contract Assurance**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City of Gainesville deems appropriate.

**DBE Participation**

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

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying City of Gainesville or the Unified Certification Program (UCP)]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an City of Gainesville whose DBE certification process has received FTA approval; or
3. Certified by another 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, 2013 through September 30, 2019 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.

**D.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.

**D.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).

**D.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.

**D .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.

D .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:*

D .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.

#### **D.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.

#### **D.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 15<sup>th</sup> and to submit the Management Information System (MIS) reports before February 15<sup>th</sup> 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.

D.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.

D.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).

**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)*

<b>1. Type of Federal Action:</b> <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	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> Year _____ quarter _____  date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  <p align="center">Congressional District, <i>if known</i>:4c</p>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <p align="center">Congressional District, <i>if known</i>:</p>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known :</b>	<b>9. Award Amount, if known :</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when 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: _____	
<b>Federal Use Only:</b>		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**

### **A. FORMAT**

- There is no prescribed format for the price proposal; each bidder may develop their own format.
- The fee schedule shall identify the discipline/position, base hourly rate, overhead rate and the fully loaded hourly rate.

**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



## **DEBARRED AND SUSPENDED BIDDERS:**

### Breach of Contract

1. **Scope.**  
This policy prescribes policies and procedures relating to:
  - (a) the debarment of bidders for cause;
  - (b) the suspension of bidders for cause under prescribed conditions;  
and,
  - (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.
 It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.
2. **General.**  
Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measures should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probably duration of the period of non-responsibility.
- 2.1 **Definitions.**
  - (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or inadequacy of performance.
  - (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
  - (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
  - (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
  - (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
  - (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".
3. **Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.**
  - (a) The Purchasing Department shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
  - (b) The list shall show as a minimum the following information:
    - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
    - (2) the basis of authority for each action;
    - (3) the extent of restrictions imposed; and,
    - (4) the termination date for each debarred or suspended listing.
  - (c) The list shall be kept current by issuance of notices of additions and deletions.
4. **Treatment to be Accorded Firms or Individuals Debarred or Suspended**  
Firms or individuals listed by the Purchasing Department as debarred or suspended shall be treated as follows.
  - (a) **Total restrictions.** A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
  - (b) **Restrictions on subcontracting.** If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Purchasing Department shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.
5. **Causes and Conditions Applicable to Determination of Debarment.**  
Subject to the following conditions, the Purchasing Department is authorized to debar a firm or individual in the public interest for any of the following causes occurring within ten (10) years of debarment.
  - (a) **Causes**

- (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
- (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
- (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
  - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
  - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
- (5) Debarment by any other governmental agency.

(b) Conditions.

- (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Purchasing Department.
- (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
- (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exists). For the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
- (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Purchasing Department.
- (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

6. Suspension of Bidders.

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

6.1 Causes and Conditions Under Which the City May Suspend Contractors

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

- (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
- (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
- (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

#### 6.2 Period of Suspension.

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

#### 7. Scope of Debarment or Suspension.

- (a) A debarment or suspension may include all known affiliates of a concern or individual.
- (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
- (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

#### 8. Notice of Debarment or Suspension.

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

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if requested within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).

#### 9. Response to Notice of Debarment or Suspension.

- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
- (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
- (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
- (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Purchasing Department shall be deemed final and the party so notified.

#### 10. Rejection of Bids, Breach of Contract.

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

relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

**Not Applicable for this Project**

**CITY OF GAINESVILLE**

**CERTIFICATION OF COMPLIANCE WITH LIVING WAGE**

The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for \_\_\_\_\_ a living wage of \$\_\_\_\_\_ per hour to covered employees who receive Health Benefits from the undersigned employer and \$\_\_\_\_\_ per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor: _____
Address: _____
Phone Number: _____
Name of Local Contact Person _____
Address: _____
Phone Number: _____
\$ _____
(Amount of Contract)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

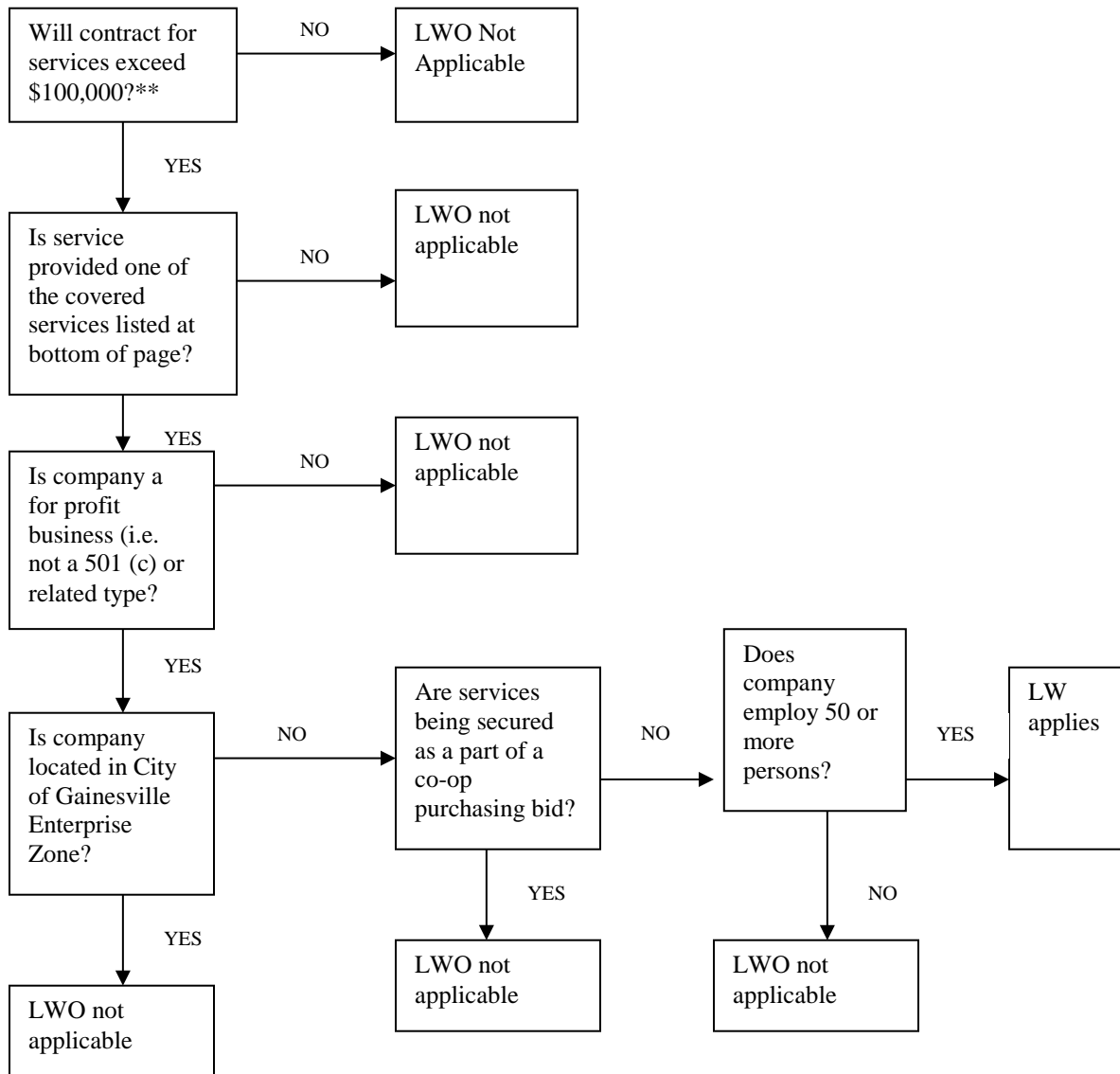
Printed Name: \_\_\_\_\_

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

**Not Applicable for this Project**

### LIVING WAGE DECISION TREE

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services\* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



**\*Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services  
**\*\*Total value of contract.**

**Not Applicable for this Project**

**LIVING WAGE COMPLIANCE**

See Living Wage Decision Tree (Exhibit C hereto)

Check one:

- Living Wage Ordinance does not apply  
(check all that apply)
  - Not a covered service
  - Contract does not exceed \$100,000
  - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
  - Located within the City of Gainesville enterprise zone.
  
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville’s living wage requirements, as applicable, without any adjustment to the bid price.

**PROPOSAL RESPONSE FORM – SIGNATURE PAGE**

**(submit this form with your proposal)**

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

**PROJECT:** Major Update to Transit Development Plan

**RFP#:** RTSX-190010-DS

**RFP DUE DATE:** October 31, 2018 @ 3:00 p.m. (local time)

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

**LIVING WAGE COMPLIANCE – Not Applicable for this Project**

See Living Wage Decision Tree (Exhibit C hereto)

**Check One:**

- Living Wage Ordinance does not apply (check all that apply)
  - Not a covered service
  - Contract does not exceed \$100,000



- Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
- Located within the City of Gainesville enterprise zone.

Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville’s living wage requirements, as applicable, without any adjustment to the bid price.

**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-190010-DS

**DUE DATE:** October 31, 2018 @ 3:00 p.m.

**SEALED PROPOSAL ON:**   Major Update to Transit Development Plan

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: \_\_\_\_\_

# ADDENDUM NO. 1



Date: October 18, 2018 Bid Due Date: October 31, 2018 at 3:00 P.M. (Local Time)

Bid Name: Major Update to Transit Development Plan Bid No.: RTSX-190010-DS

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

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

- 1. **The question submittal deadline has passed. No additional questions will be answered.**
- 2. Questions received and the City’s response follow below:

Question1: Does the City have a specific budget in mind for this project?  
**Answer1: Estimated budget is \$140,703.00.**

Question2: Can the City please provide average daily ridership by day type (weekday, Saturday, and Sunday) for each route?  
**Answer2: Yes, the information is attached as Exhibit A at the end of this document.**

Question3: What level of statistical validity is expected for the on-board survey?  
**Answer3: Ninety-five percent (95%).**

Question4: In validating the TBEST application, will this be the first time the application will be validated or is this an update?  
**Answer4: I am not sure about a requirement to validate TBEST. The expectation is the ability to use the software in predictions.**

Question5: A Price proposal is requested, to be one of the factors in consultant selection. Per the Florida Consultant Competitive Negotiations Act (CCNA), consultant selection should be based on qualifications, and not price. Can the City clarify why price is being considered given this requirement?  
**Answer5: This project is federally funded by the Federal Transit Administration (FTA) so CCNA would not apply. “FTA interprets 49 U.S.C. § 5325(b) to authorize the use of qualifications-based procurement procedures only for those services that directly support or are directly connected or related to construction, alteration, or repair of real property.” As this project does not directly support, is not directly connected to, or related to construction, alteration, or repair of real property, qualifications-based procurement procedures, a.k.a. the “Brooks Act”, are not permitted.**

Question6: Review of the consultant award by the City Commission in 2013 of the previous 5-year TDP award indicated a fee of \$136,589 for that work, and a cost of \$150,000 was identified in the FY 2018-2019 TDP Update for the current 5-year TDP Update procurement. Had a budget been established for the 5-year TDP update now being advertised?

**Answer6: Our internal cost estimate reveals that the project would cost \$140,703.**

Question7: Could you elaborate on the level of rigor RTS is seeking in the Origin-Destination survey, and whether it is meant to meet the statistical requirements for updating the regional forecasting model, or is just for use in updating the TDP.

**Answer7: Origin-Destination data must meet accepted statistical transportation planning rigor to be useful. We are not sure of other alternatives. Based on that the data must be robust for all forecasting and projections, including those for updating a TDP.**

Question8: Related to Task 3.3: Conduct On-Board Survey – the RFP indicates temporary personnel will be utilized as surveyors. Later in this section, it talks about RTS staff training. Is it envisioned that RTS staff would be available for the survey work?

**Answer8: No. That must have been an oversight.**

Question9: In Task 1 of Section C – Scope of Services, it is mentioned in the first paragraph that 3 to 6 meetings with the Review Committee are to be held, while under 1.2 Responsibilities of Consultant, only 3 meetings with the Committee are required. Can you confirm that only 3 meetings are required?

**Answer9: At least 3 meetings will be held with the committee. But, it could be up to six. RTS staff will coordinate with consultant to ensure there is no overkill.**

Question10: Related to the inclusion of representative project experience in the Qualifications section of the proposal (Section III – Part B), clarification of the last two bullets is requested, and how different from the first two bullets:

- *“Name and telephone numbers of the person representing the individual agencies with which the identified key staff directly worked”*
- *“Governmental agency, if any, which verified compliance with its requirements of standards, and the names and telephone numbers of the key persons with direct knowledge of this process to achieve compliance”*

**Answer10: We are seeking two pieces of information, as one refers to Government agency, if any, and the other does not specifically refer to that entity. If you do not have an answer, then state so.**

Question11: Besides including information on representative projects, is it acceptable to include additional material in the Qualifications section, such as resumes for key staff and firm descriptions?

**Answer11: Yes, it is ok.**

Question12: In Section IV – Evaluation Criteria and Procedures, under Technical Qualifications Evaluation, there is mention of consideration of the firm’s current workload, financial stability, and location where majority of the technical work will be produced. There is no mention of these factors in Section III – Proposal Format, Part A – Format and Contents of Proposal. Is this material to be included, and if so, in which section?

**Answer12: In your narrative where it is appropriate. Applicant can use their own judgment, with this hint, to strengthen their application. See Question 11, for example.**

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

CERTIFICATION BY PROPOSER

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

PROPOSER: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

# Exhibit A

#180562A

## Ridership Average

(Average value without Red. Serv. days)

	(Average value without Red. Serv. days)					Weekday	Saturday	Sunday	
	Monday	Tuesday	Wednesday	Thursday	Friday	Average	Average	Average	
1	2326	2386	2339	2614	2158		2366	896	380
2	245	258	271	304	278		272	212	
3	148	148	141	138	127		140		
5	1414	1541	1601	1597	1463		1527	652	275
6	359	354	369	372	331		357	63	
7	383	354	322	370	343		353		
8	1366	1349	1491	1367	1325		1380	325	138
9	2887	2631	3050	2884	2594		2806		
10	529	487	647	588	355		521	89	
11	412	400	480	440	416		430		
12	2614	2632	2870	2869	2773		2756	1023	295
13	1835	1992	2634	2184	2133		2166	118	123
15	944	857	989	899	800		896	430	190
16	515	511	528	615	533		541	76	127
17	516	609	718	585	511		590		
19	46	50	78	57	42		55		
20	3770	3963	4232	4222	3572		3958	1489	650
21	1691	1688	2122	1887	1770		1836		
23	524	592	615	605	352		538		
24	62	68	63	63	57		63		
25	250	261	231	254	240		247	175	127
26	551	444	462	451	454		470		
27	46	47	42	44	36		43		
28	1196	1148	1362	1109	1174		1198		
29	330	275	435	341	383		354		
33	1908	2091	2366	2115	1960		2094	445	124
34	1450	1372	1622	1229	1621		1459		
35	3071	2896	3728	3112	2896		3143	589	370
36	674	576	779	700	613		668		
37	1243	1026	1201	1021	1072		1108	397	216
38	3553	3669	4291	4484	3748		3962		
39	127	135	144	135	267		163		
40	189	223	225	227	181		210		
43	1029	950	1105	1021	765		972		
46	942	946	1188	1067	1000		1031		
75	841	776	847	843	805		821	330	166
76	442	201	173	209	111		212		
77	156	199	219	242	104		188		
117	470	543	555	508	414		499		
118	2239	2431	2751	2413	2682		2512		
119	285	284	423	286	293		316		
120	1279	1290	1603	1382	1297		1373		
121	395	298	399	433	371		379		
122	498	354	527	378	504		451		
125	853	843	992	905	853		890		
126	486	527	562	629	435		529	431	425

# Exhibit A

#180562A

## Ridership Average

(Average value without Red. Serv. days)

**Weekday    Saturday    Sunday**

Monday    Tuesday    Wednesday    Thursday    Friday    **Average    Average    Average**

<b>127</b>	2051	1895	2695	2180	1573		2080		
<b>128</b>								215	
<b>300</b>				108	208		146	128	
<b>301</b>				89	169		119	144	
<b>302</b>				170	308		239	190	
<b>303</b>								46	
<b>305</b>								61	
<b>711</b>	41	40	42	40	31		39	283	116
<b>800X</b>	77	91	92	92	54		81		
Other									
Unknown									
<b>Total</b>	49171	48644	56617	52871	48457		51220	12585	3720