



**Issue Date: February 1, 2017**

*(Non) Mandatory Pre-Proposal Conference:*  
**March 7, 2017 @ 9:00 a.m.**  
**at Regional Transit System**  
**34 SE 13<sup>th</sup> Road**  
**Second Floor, Room 5264**  
**Gainesville, Florida**

**Bid Due Date: March 28, 2017 @ 3:00 p.m. local time**

## **REQUEST FOR PROPOSAL**

**RFP NO. RTSX-180001-DS**

### **ADA ELIGIBILITY AND CERTIFICATION DETERMINATION, ETC.**

**Purchasing Representative:**

Daphyne Sesco, Senior Buyer

Purchasing Division

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

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**CITY OF GAINESVILLE  
REQUEST FOR PROPOSALS FOR  
ADA ELIGIBILITY AND CERTIFICATION DETERMINATION, ETC.**

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

**RFP#: RTSX-180001-DS**

**Due Date: March 28, 2017**

**A. INTRODUCTION/BACKGROUND**

The City of Gainesville (hereafter "City") is requesting proposals from qualified providers to administer its paratransit eligibility and determination program, to travel train individuals to make use of the public bus service and provide mystery riders for both the fixed route and the paratransit service. Additionally, disability sensitivity training workshops will be held for employees of the CITY's Regional Transit System (RTS) upon request.

The Americans with Disability Act (ADA) of 1990 provided that any public transportation system operating fixed route service must provide accessible transportation for disabled individuals by:

- Making all fixed route vehicles accessible to persons with disabilities; and,
- Providing complementary ADA paratransit service for persons who are prevented from using the fixed route accessible service.

Through "travel training" an ADA eligible client can be trained to use the public bus fixed route service. ADA eligible clients ride free on the fixed route system; this incentive is provided in an effort to reduce rising ADA costs. RTS encourages public bus use for those trips in which public bus service can be utilized. Travel training is provided upon request and is also offered as a public service to the school system and nursing homes to encourage special education children and elders to use public transportation.

Currently an average of 116 applications is processed each month and 2,788 paratransit clients (2110 ambulatory, 678 wheelchair) are provided service each month.

**B. RFP TIME TABLE**

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

RFP available for distribution	February 1, 2017
(Non) Mandatory Pre-Proposal Conference	March 7, 2017
Deadline for receipt of questions	March 10, 2017
Deadline for receipt of proposals	March 28, 2017 (3:00 p.m. local time)
Evaluation/Selection process	Week of April 3, 2017
Discussions/Oral presentations, if conducted	Week of April 17, 2017
Best and Final Offer requested, if needed	Week of April 17, 2017
Best and Final Offer due, if needed	Week of May 1, 2017
Anticipated award recommendation	Week of May 15, 2017
Projected award date by City Commission	July 2017
Projected contract start date	October 1, 2017

**C. PROPOSAL SUBMISSION**

One original and 4 copies (a total of 5) of the complete proposal must be received by March 28, 2017 at 3:00 p.m. local time at which time all proposals will be publicly opened. In addition, proposer should provide one (1) electronic copy of their proposal in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc.

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

City of Gainesville  
General Government 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 7:00 a.m. and 6:00 p.m., local time, Monday through Thursday, excluding holidays observed by the City.

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

Any proposal received after 3:00 p.m. (local time), March 28, 2017 will not be considered and will be returned unopened.

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

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

**D. (NON) MANDATORY PRE-PROPOSAL CONFERENCE**

A (non) mandatory pre-proposal conference has been scheduled for Wednesday, 9:00 a.m. (local time) on March 7, 2017 at Regional Transit System, 34 SE 13<sup>th</sup> Road, Second Floor Room 5264, Gainesville, FL. At that time, prospective proposers or their representatives may discuss any questions pertaining to the project. Failure to attend this (non) mandatory pre-proposal conference will not disqualify proposers.

**E. CONTACT PERSON**

The contact person for this RFP is Daphyne Sesco, Senior Buyer at (352) 334-5021 in Purchasing. 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 purchasing designated staff contact in the purchasing 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 Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

**F. ADDITIONAL INFORMATION/ADDENDA**

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

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

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

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

**G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

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

**H. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES**

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

**I. COSTS INCURRED BY PROPOSERS**

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

**J. ORAL PRESENTATION**

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

**K. EXCEPTION TO THE RFP**

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

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

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

All proposals (including all documentation and materials attached to proposals or provided in connection with this RFP) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Proposals (including all documentation and materials attached to

proposals or provided in connection with this RFP (even if in a separate envelope)) submitted to the City cannot be returned. The City will not consider proposals if the entire proposal is labeled a Trade Secret and/or Confidential and/or Proprietary.

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

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

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

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

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

## **M. QUALIFICATIONS OF PROPOSERS**

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

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

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

## **N. NEGOTIATIONS**

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

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

**O. RIGHTS OF APPEAL**

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

**P. RULES; REGULATIONS; LICENSING REQUIREMENT**

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

**Q. REVIEW OF PROPOSALS**

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

**R. LIVING WAGE**

- [ ] 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.

**S. RECORDS/AUDIT**

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or

settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

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

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

**U. DISCRIMINATION PROHIBITION**

No person shall, on the grounds of race, sex, age, handicap, creed, color, national origin or sexual orientation, be refused the benefits of, or be otherwise subjected to, discrimination under any activities resulting from this RFQ.

**V. ART IN PUBLIC PLACES**

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

**W. DAVIS-BACON**

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



## **SECTION II – SCOPE OF SERVICES**

### **A. INTENT**

It is the intent of the City of Gainesville to obtain proposals for a contractor to administer its paratransit eligibility and determination program and to “travel train” individuals to use the public bus system and act as a mystery rider on the fixed route and paratransit transportation (currently provided under contract by MV Contract Transportation, Inc.) to ensure compliance with the ADA. Additionally, disability sensitivity training workshops will be held for employees of the City’s Regional Transit System.

### **B. MINIMUM REQUIREMENTS**

- A. Shall have a minimum five years’ experience of conducting physical, mental and/or cognitive screenings with clients who have varying degrees of disability.
- B. Shall maintain appropriate staffing levels with experience in the treatment of cognitively impaired individuals with a rehabilitation focus and other qualified staff.
- C. Will have a facility with adequate office space, including waiting area, individual interview rooms to ensure confidentiality, and a space sufficient to accommodate the anticipated volume of applicants and the protocols outlined.
- D. Shall have the ability to provide client with: sign language interpretation, Braille interpretation, large print type, communication board, voice amplification, and TDD (telecommunications display device) as may be required.
- E. Will have personnel available to ride the fixed route to provide travel training and mystery rider reports to RTS on both the fixed route and the paratransit system.

## 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

Proposer must provide information concerning proposer experience, qualifications and experience of staff designated for the responsibility, demonstration of capacity of proposer to provide service to anticipated client base, location and description of facility or facilities that will be used. Non-profit status under Florida Statute Chapter 617 preferred although not required.

Proposer shall have a minimum of five years' experience in conducting physical, mental and/or cognitive screenings with clients who have varying degrees of disability and an understanding of how the disability affects a person's ability to access the fixed route bus, i.e., conditions that affect a person's ability to walk, stand and navigate a transportation system.

Proposer shall include references from at least three different clients that same or similar services have been provided. Government or Transit Authority preferred although not required.

Include a contact name with telephone number, address, (and email, if available) location (where) of same or similar service and time period (dates) same or similar service is being/has been provided.

Proposer must demonstrate that appropriate staffing levels with experience in the treatment of cognitively impaired individuals, preferably with a rehabilitation focus, can be provided.

Proposer shall have the ability to provide: sign language interpretation, Braille interpretation, large print type, communication board, voice amplification, and TDD (telecommunications display device).

Proposer should include building floor plan showing adequate office space, including waiting area, individual interview rooms to ensure confidentiality, and a space to accommodate the anticipated volume of applicants and the protocols outlined.

Include address of addresses of facilities proposed to provide the services.

Proposer shall have the ability to provide office equipment, supplies, and tools necessary to operate and for staff to properly perform their duties (i.e., camera, stock cards, and laminating pouches to produce identification cards for eligible clients).

## SECTION IV – EVALUATION CRITERIA AND PROCEDURES

### A. EVALUATION CRITERIA

#### 1.0 SELECTION AND EVALUATION CRITERIA

Proposals will be evaluated in accordance with the procedures described in the City's Professional Services Evaluation Handbook, except that the criteria listed below (in order of relative importance) will be used in place of those set forth in the handbook. The proposals will be evaluated in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

Criteria:

- 1) Price
- 2) Qualifications/Experience
- 3) Project Manager and Team
- 4) Understanding of Project
- 5) ADA Requirements (Rules)
- 6) Facility/Program Operations

#### 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 Purchasing Policies and Procedures.

### B. SELECTION PROCESS

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

1. Evaluators consisting of staff will review the written proposals. The evaluation process provides a structured means for consideration of all proposals.
2. Proposers in the competitive range (those proposals which have a reasonable chance of being selected for award) will be required to furnish proof to the City that they comply with the specifications.
3. The City will make the award to the responsive and responsible proposer whose proposal is most advantageous to the City with price and other factors considered. In determining which proposal is most advantageous, the City may award on a "best value" basis to the proposer whose proposal offers the greatest value to the City based upon an analysis of a tradeoff of qualitative technical factors and price/cost.
4. All proposals will be evaluated to determine those which fall into the competitive range (those proposals which have a reasonable chance of being selected for award) of which discussions/negotiations and/or oral presentations may be requested. After determining which proposers are in the competitive range, the City may conduct negotiations with those proposers to discuss any deficiencies in their proposal and to ensure that the proposers fully understand all the requirements of this RFP. Should discussions/negotiations occur, the City may issue to those proposers remaining in the competitive range an invitation to submit a revised proposal or, if negotiations are complete, a Best and Final Offer (BAFO). The BAFO will reflect the proposer's final cost/price proposal to the City based on all the clarifications to the proposed Scope of Work included in the oral presentation and/or negotiations. Any additional costs associated either with the negotiation of completion/submission of revised proposals and/or BAFO submittals are to be made at no cost to the City.
5. Best and Final offers will be evaluated as an adjustment to the scores already awarded by the evaluation committee on their original proposal response. If a proposer does not submit a BAFO, then its immediate previous offer will be considered as its BAFO.
6. The proposer whose BAFO is accepted as the most advantageous to the City may be presented to the City Commission for their approval, if so required.

## SECTION V – GENERAL PROVISIONS

### A. CONTRACT AWARD

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

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

### B. GENERAL TERMS AND CONDITIONS

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

1. Public Entity Crimes. Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
2. Tie Bids. Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; and (4) Bidders located within the State of Florida. 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 be October 1, 2017 through September 30, 2022, subject to funding in subsequent fiscal years.

The obligations of the City as to any funding required pursuant to this Agreement shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

8. Termination. The contract will provide termination in accordance with Section VI. G.1.11, below.
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, except for its conflict of law's provisions. 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. Independent Contractor. The Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in this RFP and the contract documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of the contract.
12. 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.
13. 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 AT (MILLIE CRAWFORD, 352-393-7826, CRAWFORDMA1@CITYOFGAINESVILLE.ORG, AND PO BOX 490, STATION 5, GAINESVILLE, FL 32627).**



## SECTION VI – TECHNICAL SPECIFICATIONS

### A. SCOPE

- 1.1 The provisions contained in this section are intended to be cooperative with, to supplement, or to modify instructions to Bidders, Special Provisions and General Conditions and, in case of any conflict with such sections, the intent of any and all Technical Specifications shall govern.
- 1.2 The City of Gainesville (City) is seeking a qualified company (Contractor) to administer its paratransit eligibility and determination program, to travel train individuals to make use of the public bus service and provide mystery riders for both the fixed route and the paratransit service. For those customers deemed able to be travel trained, said training will be provided upon request. Additionally, disability sensitivity training workshops will be held for employees of the City's Regional Transit System (RTS) upon request.
- 1.3 The City will provide promotional materials (e.g. brochure or flyer), as required, for distribution to the public regarding paratransit, regulations governing ADA paratransit and explaining availability of main bus service.
- 1.4 The chosen company will act as a partner with the City to provide excellent customer service to ADA Clients from Gainesville and Alachua County.

**The awarded Contractor must be able to be in operation by October 1, 2017.**

- 1.5 Information must be provided concerning Contractor experience, qualifications and experience of staff designated for the responsibility, demonstration of capacity of Contractor to provide service to anticipated client base, location and description of facility or facilities that will be used.
- 1.6 Interested proposers are required to submit inclusive quotes for eligibility and determination, travel training, mystery rider and disability sensitivity training. It is the intent of the City to award one contract to a single proposer. The decision of the City of whether to make the award and which proposal is in the best interest of the City shall be final.
- 1.7 The contract is for a five-year period, with the possibility after year three, a rate increase can be applied for that is no more than the CPI for the Southeastern United States.

### B. BACKGROUND

- 1.1 The Americans with Disabilities Act (ADA) of 1990 provided that any public transportation system operating fixed route service must provide accessible transportation for disabled individuals by:
  - Making all fixed route vehicles accessible to persons with disabilities; and,
  - Providing complementary ADA paratransit service for persons who are prevented from using the fixed route accessible service.
- 1.2 The Contractor shall be responsible for:
  - 1.3 Assigning a Project Manager who will act as liaison between the City and Contractor; there can be more than one (1) Project Manager assigned to this contract as long as all are versed in the requirements of the contract when contacted. At least one (1) Project Manager should be available during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City recognized holidays) or available to be consulted by phone, email or in person with City staff if clarification is required.
  - 1.4 Project Manager shall have at least five years of experience in screening cognitively impaired individuals. An individual with rehabilitation focused experience is preferred although not required.
  - 1.5 Termination or resignation of Project Manager shall require twenty-four (24) hours' notice to the City of the termination or resignation.

- 1.6 Contractor will be responsible for filling the position with temporary or permanent help so that no loss of scheduled time occurs. The City will be provided the name and credentials of the temporary or permanent Project Manager.

## **C. ELIGIBILITY AND CERTIFICATION DETERMINATION**

- 1.1 Strict implementation of eligibility is required by the ADA in order to preserve the civil rights of individuals with disabilities. Since the inception of the City's ADA Program in 2000, a two-step "self-identification with professional verification" process has been used to determine ADA eligibility.
- 1.2 Contractor will provide qualified staff to conduct ADA paratransit eligibility screening to include interviews; physical, mental, and/or cognitive assessment; written determination of eligibility; and appeal hearing testimony. Staff should be experienced in assisting cognitively impaired individuals with reading, understanding and completing the ADA Paratransit Application form. Contractor staff will assure complete confidentiality of all personal and/or medical information collected during the application process.
- 1.3 Contractor will provide physical facilities, office space, individual interview rooms to ensure confidentiality, and/or classrooms sufficient to accommodate the anticipated volume of applicants and the protocols outlined.
- 1.4 City will provide client transportation to and from the interview location.
- 1.5 Off-site ADA eligibility determinations may be more feasible for certain applicants, i.e. an applicant is preparing for discharge from a medical facility or multiple applicants at one (1) location such as a nursing home. The City will not be responsible for any costs associated with transporting the Contractor to the off-site location.
- 1.6 Contractor will provide the computer, office equipment, supplies, and tools necessary to operate and enough staff to properly perform their duties to comply with the requirements of this contract (i.e. but not limited to the afore mentioned equipment and supplies to make ID cards such as camera, stock cards, and laminating pouches to produce proper identification cards for eligible customers).
- 1.7 City will have the right to observe, at any time, the eligibility determination protocols, methods and scoring systems, and/or other records relating to the provision of services under this contract. In addition, the City reserves the right to observe the Contractor staff conducting ADA eligibility screening or any of the services to be performed under this Agreement.
- 1.8 Contractor shall maintain client applications, determinations and all related information which here after will be referred to as the Client File. The Client File is the property of the City and shall be made available upon request and/or upon contract termination.
- 1.9 Contractor shall maintain the ADA eligibility database, referred to as "Big Mama", and provide an electronic copy in an acceptable format to the City monthly. The Contractor will compile and organize the original Client File with all forms completed and a decision recorded. The City and the paratransit trip provider will receive a letter of applicants approved for ADA eligibility at least weekly. In addition, upon request a client list shall be provided to the City indicating those clients whose disability is such that their condition will not improve if the Contractor decides to do five (5) year certifications.
- 1.10 The Database should denote Triennial Review of clients who have the potential for their health conditions to improve or change, effecting ADA eligibility. For the clients whose disability will not improve the contractor can at their discretion perform the update for those clients either every three (3) years or every five (5) years. Should the Contractor decide to use the five (5) year certification then a list will be maintained of those clients and provided monthly or upon request to the City.
- 1.11 Contractor shall schedule eligibility appointments for Triennial review of ADA certification. Applicants must be booked for an appointment within two (2) weeks of the initial call to the Contractor to schedule the appointment. Contractor will notify visually impaired clients at least one (1) month before expiration of their ADA certification requiring a Triennial review.
- 1.12 Contractor will have available auxiliary aids and service at its facilities, when necessary. Clients shall be provided such disability-related auxiliary aids and services as they may require. These aids and services may include but are not limited to:
- a) Sign language interpretation
  - b) Braille interpretation

- c) Large print type
- d) Communication board
- e) Voice amplification
- f) TDD (telecommunications display device)

- 1.13 Clients referred for evaluation could possibly have some degree of physical, cognitive and/or mental disability. Contractor staff will assure complete confidentiality of all personal and medical records of clients, and provide eligibility criteria that are equal and non-discriminatory.
- 1.14 Contractor shall have policies and procedures in place to respond to any emergencies (i.e. medical emergency, fire evacuation and seizure management, etc.) as may arise. The City will not be responsible for any costs associated with implementation of such policies and procedures above those included in the contracted service price.
- 1.15 City will provide Contractor a copy of RTS policies and procedures. The City will also advise Contractor staff on any questions regarding RTS policies and procedures which shall be communicated to clients. City/Contractor advisement will be coordinated at an agreed upon time and location.
- 1.16 The Contractor shall review the maximum combined weight limit information with the client. Combined weight limit cannot exceed 600 lbs. and includes Client and equipment (chair and scooter) and belongings (oxygen tanks, carry-on bags of any kind). If a client weighs more than 600 lbs combined with a wheelchair they will be advised that the fixed route cannot accommodate them and they should plan to use paratransit. If the client combined with a wheelchair exceeds 800 lbs. then neither paratransit nor the fixed route can accommodate them and they need to make other arrangements. This is a safety issue since none of our lifts or low floor buses are rated to lift or load more than 800 lbs.

**D. ADA ELIGIBLE TRAVEL TRAINING**

- 1.1 Through travel training, an ADA eligible passenger can be trained to use the public bus fixed route system. ADA eligible customers ride free on the fixed route system; this incentive is provided in an effort to reduce rising ADA paratransit costs. RTS encourages public bus use for those trips in which public bus system can be utilized. Travel training is provided upon request and is also offered as a public service to the school system and nursing homes to encourage special education children and elders to use public transportation.
- 1.2 City shall provide ongoing reviews of the Contractor processes and procedures to assure it continues to meet the needs of the client and compliance with the ADA.
- 1.3 City reserves the right to review any Contractor recommendations of a client’s training in advance and may determine that an individual client should receive more or less training than recommended, individual or group.
- 1.4 The Contractor will be responsible upon request for providing destination based travel training to ADA eligible clients who are deemed trainable for the public bus service.
- 1.5 Contractor will provide travel training staff responsible for conducting destination based travel training services to include initial interviews, training need determination, individual training plan, and any combination of group, peer, classroom, facilitated small group travel, or one on one field training that may be reasonably necessary to permit qualified clients to transition into the use of the fixed route bus service.
- 1.6 Contractor travel trainer staff should have experience in training of cognitively impaired individuals. Contractor staff members who perform services shall be aware that applicants referred for training could possibly have some degree of physical, cognitive and/or mental functional disability. Travel training staff shall have experience training similar clients, and shall be sensitive to and able to respond positively to the specific situations this may be incurred.
- 1.7 Contractor will provide ADA accessible physical facilities, office space, and classrooms sufficient to accommodate the anticipated volume of applicants.
- 1.8 Contractor should make available equipment adequate for:
  - a) A slide presentation used to assess bus route identification and other abilities.

- b) A phone to be used by the applicant to test the ability to obtain bus schedule information, using either a standard phone or TDD as required.
- c) Route finding in which applicants will be asked to find their way to a location in another department or building, and back again.
- d) Scale sufficient to weigh a wheelchair with a person seated.
- e) Enough computers to show students the trip planner available on the RTS website and how to plan a trip using the planner.

1.9 The City will perform ongoing reviews of the screening and travel training process to assure it continues to meet the needs of the client and compliance with the ADA. The City will provide reasonable notice of not less than seven (7) days of changes to any reports, testing protocols or documentation requirements.

1.10 Contractor staff will cooperate with City representatives on all reasonable requests, including participation in developing or designing new programs, procedures or protocols, or to provide useful documentation on non-compliant ADA bus stops.

1.11 City will have the right to observe, at any time, the travel training protocols or methods, and/or any records relating to the provision of services under this contract. In addition, the City reserves the right to observe the Contractor staff conducting ADA travel training or any of the services to be performed under this Agreement.

1.12 Contractor shall maintain a client file of individuals who have had travel training. The minimum information requirements the file should have is: when the client was trained, who trained the client and how many hours of training was provided. The client file is the property of the City and shall be made available upon request and/or upon contract termination.

1.13 Clients referred for travel training will have some degree of physical, cognitive and/or mental disability. Contractor staff should be able to work with these clients and know which training technique will be most effective when working with a specific disability.

1.14 Contractor shall have policies and procedures in place to respond to any emergencies (i.e. medical emergency, fire evacuation and seizure management, etc.) as may arise. The City will not be responsible for any costs associated with implementation of such policies and procedures above those included in the contracted service price.

1.15 All travel training will be geared towards safety and security for the client while traveling on the public bus. Specific areas of training will include developing proficiencies of rider to:

a. Classroom topics should include but are not limited to:

- |  |  |
|--|--|
| - Self-confidence as a rider                                   | - Obtaining and reading bus schedules      |
| - Reading maps   | - Route hours of operation                 |
| - Planning a trip  | - Transfers                                |
| - Requesting an accommodation                                  | - Personal Safety                          |
| - Communicating with drivers                                   | - Rules and regulations                    |
| - Bus cards and passes   | - Getting to and from a bus stop           |
| - Grievances   | - How to use Google Transit Trip Planner   |
| - Plan routes by phone and/or route maps                       | - Rights and responsibilities of the rider |
| - Maneuvering with chairs, braces, scooters, dogs, canes, etc. |  |

b. Field travel training sessions on the fixed route public transportation wherein participants will travel on escorted and unescorted trips should include but are not limited to:

- |                                    |  |
|------------------------------------|--|
| - Identify the correct bus         | - Orientating self, point of reference |
| - Locate stops                     | - Paying fare                          |
| - Make transfers                   | - Requesting accommodations            |
| - Understand timing issues         | - Follow verbal and map directions     |
| - Access bus stop from trip origin | - Board vehicle                        |
| - Locate seat and ride             | - Request stop                         |
| - Depart bus                       | - Arrive at destination                |

- Return to origin
- Retain and use information to navigate the bus system
- Acceptable rider behavior
- Using Google transit to plan and execute a trip

- 1.16 City will provide courtesy passes, upon request, for use on the fixed route for the Contractor travel trainer and clients involved in training.
- 1.17 Travel training appointments shall be scheduled for clients within two weeks of original notification.
- 1.18 Contractor staff will assure complete confidentiality of all personal and medical records of clients, and provide evaluations and travel trainings that are equal and non-discriminatory.

**E. MYSTERY RIDER PROGRAM**

- 1.1 Mystery Riders are individuals who ride either the Fixed Route buses or the paratransit vehicles and report back to the contractor, who in turns reports to RTS, if ADA stop announcements were properly made, the cleanliness of the bus, driver courtesy, timeliness of the route and any observations of the rider might provide to make travel on the RTS system pleasant.
- 1.2 When conducting travel training the trainer will ensure the fixed route drivers are adhering to ADA requirements, such as stop announcements and proper securing of mobility devices. The bus number, route, time of day, and description of driver will be provided and a report submitted within 24 hours of the ride.
- 1.3 When travel training is not requested mystery rider trips will be accomplished monthly on both the fixed route and the paratransit service. A minimum of five (5) hours a month of monitoring will be accomplished, preferably 2.5 hours on each system.

**F. DISABILITY SENSITIVITY TRAINING WORKSHOP**

- 1.1 Information about various disabilities and the opportunity to challenge long-held misconceptions will be provided to employees of the City’s Regional Transit System (RTS) through Disability Sensitivity Training Workshops (Workshop). It is the City’s intent to provide RTS employees first time or refresher disability sensitivity training annually.
- 1.2 City shall provide ongoing reviews of the Workshop content and material process to assure it continues to meet the needs of the RTS employees. City will provide reasonable notice of not less than seven (7) days of changes to any reports, testing protocols or documentation requirements.
- 1.3 The Proposer will make the following available for this program:

The Contractor will provide or arrange for the use of a facility (room) for the Training Workshop. Facility should include at a minimum fully accessible facilities to include: privacy to ensure confidentiality, restrooms, all materials and handouts necessary to accomplish the necessary training.

All Workshops will be geared towards safety and security for both the RTS employee and the ADA rider while traveling on the public bus. Specific areas of training will include developing awareness and sensitivity to the needs of the ADA rider to:

- Identify vehicles
- Negotiate payments
- Understand timing issues
- Access bus stop from trip origin
- Locate seat and ride
- Depart bus
- Return to origin
- Board vehicle—Raising and lowering bus on request
- Plan routes by phone and/or route maps
- Follow verbal and map directions
- Retain and use information to navigate the bus system
- Helping Manual Wheelchairs board the bus
- Locate stops
- Make transfers
- Service animals
- Talking bus
- Request stop
- Arrive at destination

- 1.4 Workshop instructor will have at least three (3) years of experience in disability sensitivity training. Instructor should be a person with or who is accustomed to working with persons with disabilities.
- 1.5 Workshop instructor will cooperate with the City representatives on all reasonable requests, including participation in developing or designing new programs, procedures or protocols.
- 1.6 Contractor will provide office equipment, supplies, and tools necessary for staff to properly perform Workshops.
  - a. Handouts and other materials appropriate for activities
  - b. Certificate for participants upon completion of Workshop

## **G. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS**

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

### **The following requirements are applicable for this solicitation:**

#### **1.1 No Government Obligation to Third Parties**

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

#### **1.2 Program Fraud and False or Fraudulent Statement and Related Acts**

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

#### **1.3 Access to Records and Reports**

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

#### 1.4 Federal Changes

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

#### 1.5 Civil Rights Laws and Regulations

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

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

- a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### 1.6 Disadvantaged Business Enterprise (DBE)

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

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

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

1.7 Energy Conservation

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

1.8 Americans with Disabilities Act

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

1.9 Privacy Acts

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

1.10 Safe Operation of Motor Vehicles

**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 AGENCY.

**Distracted Driving**

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

1.11 Incorporation of Federal Transit Administration (FTA) Terms

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

*The following requirements are conditional based upon value and/or item/service:*



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

**Termination for Convenience (General Provision)**

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY'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 AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY 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 AGENCY 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 AGENCY 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 AGENCY, 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 AGENCY, 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 AGENCY'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 AGENCY setting forth the nature of said breach or default, AGENCY 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 AGENCY 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 AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY'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 AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY 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 AGENCY may terminate this contract for default. The AGENCY 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 AGENCY.

1.13 Government-Wide Debarment and Suspension – *If this solicitation or contract is valued at \$25,000 or more:*

**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency 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 AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.14 Breaches and Dispute Resolution – *If this solicitation or contract exceeds \$150,000:*

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

**Performance During Dispute** – Unless otherwise directed by City of Gainesville, Florida, 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 his employees, agents or others for whose acts he is legally liable, a claim for damages therefore 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, Florida 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, Florida 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, Florida, the Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.15 Lobbying Restrictions – *If this solicitation or contract is for \$100,000 or more:*

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

1.16 Clean Air Act and Federal Water Pollution Control Act – *If this solicitation or contract exceeds \$150,000 in any year:*

The Contractor agrees:

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

1.17 Employee Protections - *If this solicitation or contract, whether for construction or nonconstruction activities, exceeds \$100,000 the following may apply:*

**Prevailing Wage and Anti-Kickback**

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**Contract Work Hours and Safety Standards**

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such

individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

**Contract Work Hours and Safety Standards for Awards Not Involving Construction**

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

1.18 Drug and Alcohol Testing – *If this solicitation or contract is for an operational service contract:*

**SUBSTANCE ABUSE TESTING**  
**Option 2**

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 [name of State], or AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

**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>  <p align="center">CFDA Number, <i>if applicable</i>: _____</p>	
<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.

### CERTIFICATION REGARDING DEBARMENT

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 agency to be:

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name of Contractor's Authorized Official

\_\_\_\_\_  
Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



## 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?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has any officer, director, or principal of the firm been convicted of a felony relating to your business industry?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has the firm defaulted on any project in the past three (3) years?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the firm been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three (3) years?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>

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

Bidder Name: \_\_\_\_\_

Name/Title of person completing this form: \_\_\_\_\_

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

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

## SUBCONTRACTOR/SUBCONSULTANT LIST and BIDDER STATUS

The Bidder/Proposer shall provide information on ALL prospective subcontractor(s)/subconsultant(s) who submit bids/quotations in support of this solicitation. Use additional sheets as necessary.

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

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

Name of Bidder/Proposer: \_\_\_\_\_

Name/Title of person completing this form: \_\_\_\_\_

Is Bidder/Proposer a DBE? \_\_\_ Yes \_\_\_ No

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

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

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

## SECTION VII – PRICE PROPOSAL

- 1.1 The City reserves the right to award in whole or in part. Proposal pricing shall be an all-inclusive monthly fee for all services performed to include Eligibility and Certification Determination, ADA Eligible Travel Training, Mystery Rider Program, and Disability Sensitivity Training Workshops. Said pricing shall be firm for the first two (2) years of the five year contract. This contract is subject to a percentage increase to the monthly fee annually beginning with Year Three (3) of the contract, not to exceed 3% . The increase shall be in accordance with the U.S. Bureau of Labor Statistics National Consumer Price Index (CPI), “All Urban Consumers”, “U.S. All Items, 1982-84=100 – CUUR0000SA0”, “Not Seasonally Adjusted” as measured for the previous 12 month period ending in May of each year. Beginning with Year Three (3) of the contract, the City will consult the aforesaid index for the month of May and send written notice of the percentage increase by August 15, unless the data is not yet available. Should the index indicate a percentage decrease the monthly fee will remain unchanged for that corresponding year of the contract.

**DRUG-FREE WORKPLACE FORM**

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

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, 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

## 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)

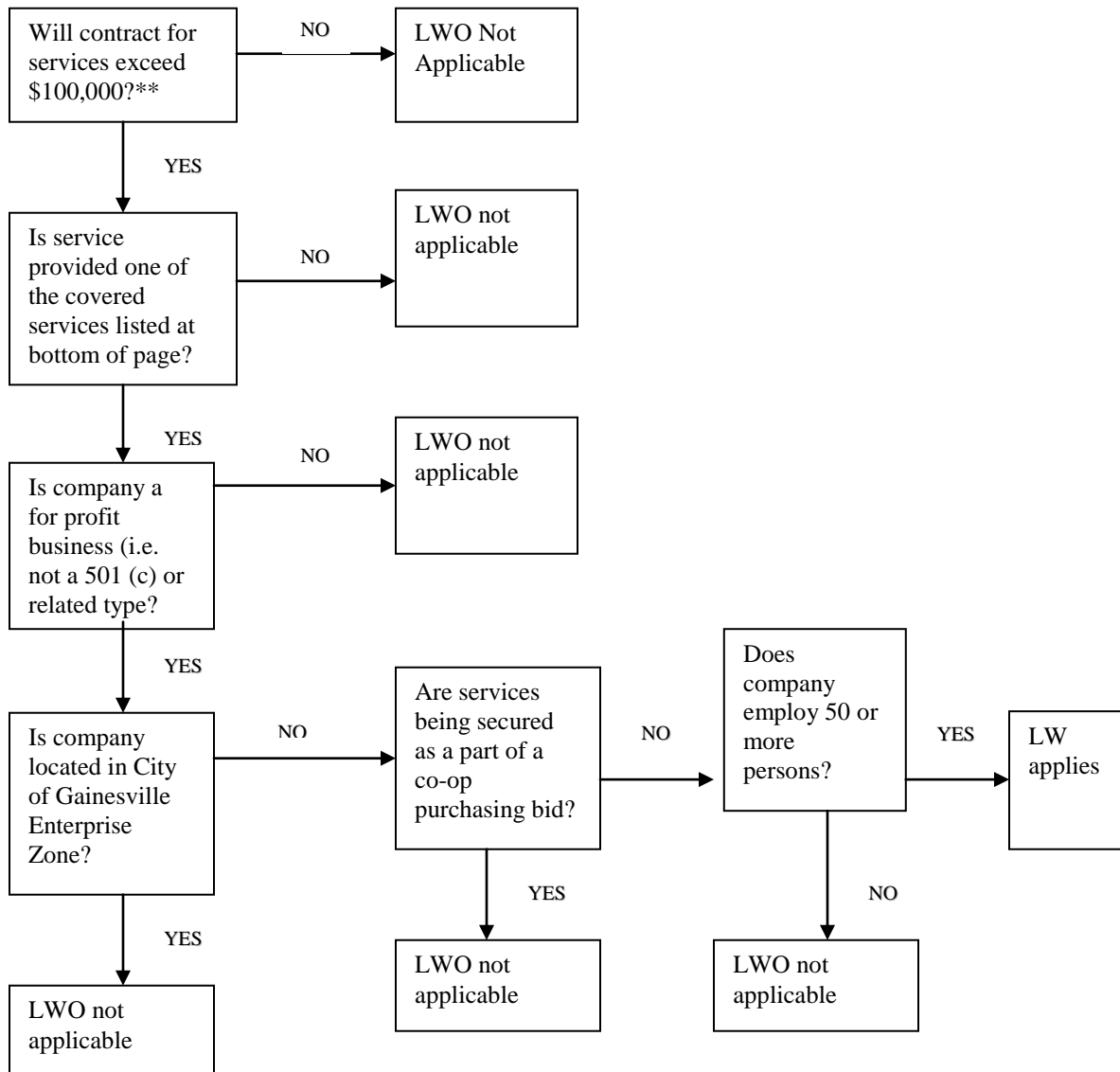
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

## 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.**

**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: **ADA Eligibility and Certification Determination, Etc.**

RFP#: **RTSX-180001-DS**

RFP DUE DATE: **March 28, 2017**

Proposer’s Legal Name: \_\_\_\_\_

Proposer’s Alias/DBA: \_\_\_\_\_

Proposer’s Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

Date: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**ADDENDA**

The Proposer hereby acknowledges receipt of Addenda No.’s \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, to these Specifications.

**TAXES**

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

**QUALIFIED LOCAL SMALL BUSINESS STATUS (check one)**

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

**SERVICE-DISABLED VETERANS’ BUSINESS (check one)**

Is your business certified as a service-disabled veterans’ business?  YES  NO

**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.

**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  
PURCHASING DIVISION SURVEY  
BID INFORMATION**

**BID #:**     **RTSX-180001-DS**

**DUE DATE:**   **March 28, 2017**  
                  **@ 3:00 p.m. (local time)**

**SEALED PROPOSAL ON:**    **ADA Eligibility and Certification Determination, Etc.**

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: \_\_\_\_\_