

AGREEMENT

By and Between

City of Gainesville, Regional Transit System

and

vRide, Inc.

This CONTRACT is entered into this ____ day of _____, 2016 by and between the City of Gainesville, Florida, a political subdivision of the State of Florida (hereinafter the "CITY") on behalf of Regional Transit System (hereinafter referred to as "RTS") and vRide Inc. (hereinafter referred to as the "CONTRACTOR") to provide Vanpool Fleet Management and Services.

WITNESSETH

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

WHEREAS, the Florida Department of Transportation (FDOT) has directed RTS to use the services of the CONTRACTOR to provide Vanpool Fleet Management and Services as specified in Exhibit 'A' Scope of Services.

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

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

DEFINITIONS

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

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

BASIC SERVICES shall mean all services, work, materials, and all related

professional, technical and administrative activities that are necessary to perform and complete the services described in the Scope of Services attached hereto and incorporated as Exhibit A.

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

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

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

1. SERVICES: CONTRACTOR shall provide vanpool management services for RTS for City of Gainesville. Scope of Services (attached) hereto and incorporated as Exhibit A.
2. TERM: The term of this CONTRACT shall be for an initial period of three (3) years with an option for two extensions of one year each if both parties mutually agree upon the extension. The initial term of the three (3) years shall begin on April 1, 2016, and end March 31, 2019. The CITY shall notify CONTRACTOR 60 days prior to the end of the CONTRACT term regarding extension(s) of the CONTRACT for one year term.
3. PAYMENTS: As consideration for CONTRACTOR'S performance of the Basic Services described in Exhibit A, Section A, CITY shall pay CONTRACTOR in accordance with the Fee Schedule in Exhibit A, Section B. The Fees shall be paid by CITY within thirty (30) days of CITY'S receipt of an invoice from the CONTRACTOR. The CITY shall not be responsible for any costs except as specifically set forth in this AGREEMENT.
4. FUNDING: Vanpool Service may be canceled or reduced if such action is in the CITY's best interests or if there is a lack of funding available for the service. In such an event, the CITY will notify CONTRACTOR in writing at least thirty (30) days in advance of the effective date of such reduction in services or cancellation. The CITY shall not be responsible for the payment for any services eliminated or cancelled after the effective date of the reduction or cancellation of services. The obligations of the CITY as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential CITY services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CITY pursuant to this Agreement.
5. SEVERABILITY: In the event any provision of the CONTRACT is declared or

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

6. INDEMNIFICATION: CONTRACTOR shall indemnify the CITY, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

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

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

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

8. The CONTRACTOR shall provide RTS with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the CITY. Said Liability Policies shall provide that the CITY be an additional insured. RTS shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized under the laws of the State of Florida. Certificate(s) of Insurance must be provided to RTS within ten (10) days of the execution of the CONTRACT.

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

10. CANCELLATION: CONTRACTOR shall deliver all records, equipment, and materials to RTS within thirty (30) days of the date of termination or cancellation of this CONTRACT.

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

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

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

14. TERMINATION:

a. Termination for Cause: If either party fails or refuses to perform any of the provisions of this CONTRACT or otherwise fails to timely satisfy the CONTRACT provisions, either may notify the other party in writing of the nature of the party's failure to perform and advise the nonperforming party that it has ten (10) days within which to cure the failure to perform and if not cured, the contract will be terminated at the end of that 10 day period. The aggrieved party shall have the option to terminate the CONTRACT or such part of the CONTRACT as to which there has been delay or a failure to properly perform at the end of the 10 day cure period if failure to perform has not been cured by providing the nonperforming party with written notice of the option it has chosen. Any work completed or services provided prior to the date of termination shall, at the option of the CITY, become the property of the CITY. The CITY is only responsible for payment for (work completed or services provided) prior to the effective date of termination.

b. Termination for Convenience: CITY shall have the right to terminate this Agreement, in whole or in part, without cause, upon seven (7) calendar days' written notice to CONTRACTOR. In the event of such termination for convenience, CONTRACTOR's recovery against CITY shall be limited to that portion of the contract price earned through the date of termination, together with any retainage withheld and direct and immediate termination expenses incurred, but CONTRACTOR shall not be entitled to any other or further recovery against CITY. Termination of the Agreement or a portion thereof, for cause or convenience, shall neither relieve the CONTRACTOR of its responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

15. RIGHT TO AUDIT RECORDS: The CITY and its auditors shall be entitled to audit the books and records of CONTRACTOR to the extent that such books and records relate to the performance of this CONTRACT. Said records shall be made available, upon request, for audit purposes to City of Gainesville and RTS and its auditors. Such books and records shall be maintained by CONTRACTOR for a

period of three (3) years from the date of final payment under this CONTRACT unless a shorter period is otherwise authorized in writing.

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

17. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

18. REGULATORY REQUIREMENTS: CONTRACTOR shall comply with all Federal, State, and local licensing and/or regulatory requirements (including permits) for the provision of services under this CONTRACT. This shall include but not be limited to Clean Air and Water Acts, Energy Policy, Conservation Act, and American with Disability Act. CONTRACTOR agrees to comply with applicable Buy America requirements set forth under the requirements of Section 165(a) of the Surface Transportation Act of 1982 and the applicable regulations in 49 CFR Part 661, as amended.

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

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

subcontracts for standard commercial supplies or raw materials.

21. CERTIFICATIONS: CONTRACTOR agree to adhere to and maintain all of the assurances provided as a part of their proposal including Drug Free Workplace Certification, Certifications Regarding Debarment, Suspension, and other areas of responsibility, in accordance with as Exhibit B, attached hereto and incorporated.

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

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

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

25. NOTICE: Notice under this AGREEMENT shall be given to CITY by mailing written notice, postage prepaid to Regional Transit System, Station 5 P.O. Box 490, Gainesville, Florida 32627.

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

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

28. PUBLIC RECORDS: If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1) (a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

- a. Keep and maintain all public records, as defined in Section 119.011(12), Florida Statutes, that ordinarily and necessarily would be required by the CITY; and
- b. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided by law; and

- c. Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the CITY a copy of the CONTRACTOR's response to each such request. Failure by the CONTRACTOR to comply with this section, including failure to provide a public record upon request, is a breach of this Agreement and the CITY may immediately terminate this Agreement and may pursue all remedies for breach of this Agreement."

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

DRAFT

ATTEST:

Title: _____

WITNESS: _____

Title: _____

vRide, Inc.

By: _____

Title: _____

CITY OF GAINESVILLE, FLORIDA

By:

Anthony R. Lyons, Interim City Manager

APPROVED AS TO FORM AND LEGALITY

Gainesville City Attorney's Office

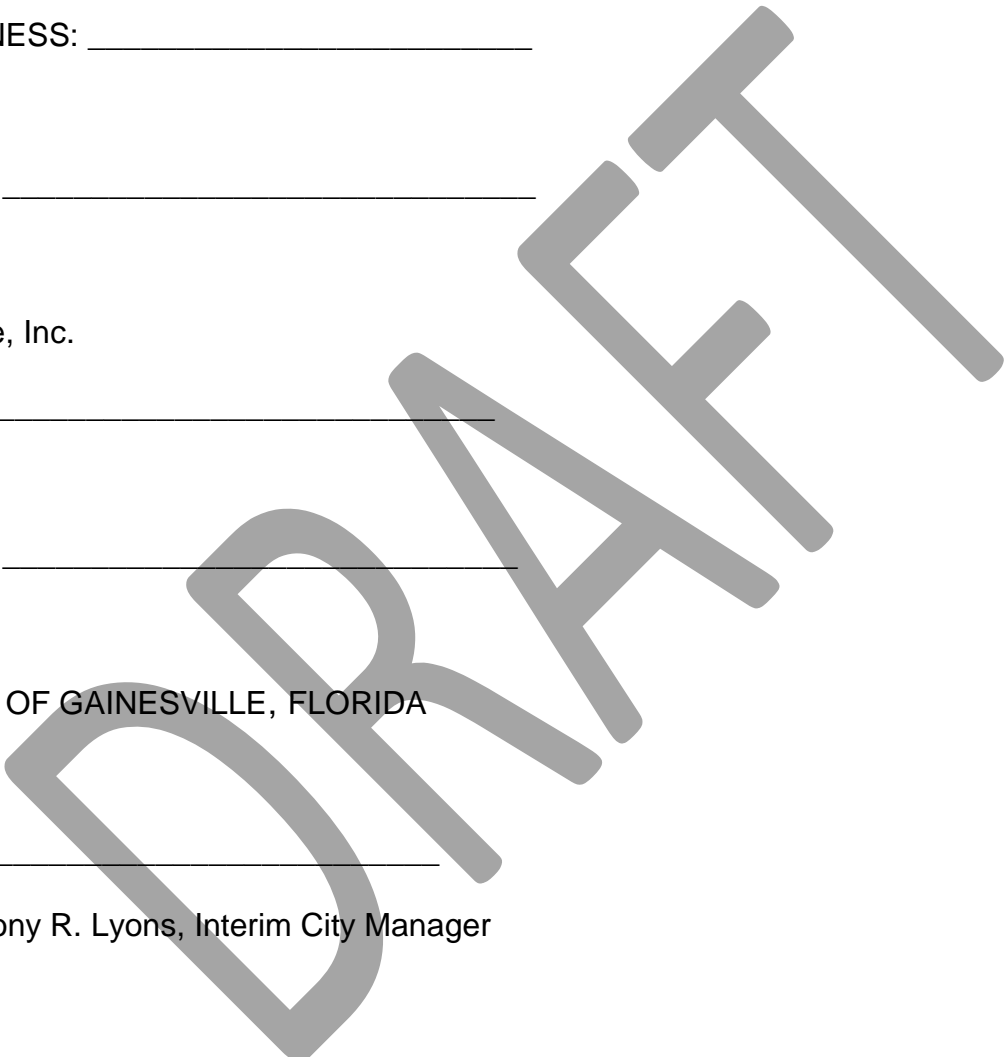


EXHIBIT A

SCOPE OF SERVICES

SECTION A. PROJECT MANAGEMENT

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

Local Staff:

CONTRACTOR will provide all management and supervision necessary to responsibly lease, insure, maintain, and repair all CONTRACTOR vanpool vehicles.

Project Manager

CONTRACTOR shall provide a qualified Project Manager with at least (7) years of progressively responsible experience in the management and supervision to act as a liaison between CONTRACTOR and the RTS contract manager. RTS reserves the right to request immediate replacement of the Project Manager, should a breach of rapport or trust occur.

Customer Service Coordinator

The Customer Service Coordinator for the City of Gainesville City Vanpool Program responsibilities include coordination of the preventive maintenance program, conducting customer service activities, scheduling vehicle repairs and service, and scheduling the provision of backup transportation to minimize fleet down time. The Customer Service Coordinator also monitors insurance claims administration, and assembles vehicle usage data for reporting to RTS for inclusion in the FTA's National Transit Database (NTD).

Regional Staff:

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

Corporate Headquarters location:

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

Vehicles

CONTRACTOR will supply and finance the vehicles used in the Program with no capital outlay from RTS.

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

CONTRACTOR will assume full risk as lessor for any deficiency between vehicle selling prices and residual values as well as full responsibility for vehicles at the termination of any lease agreements. RTS, the Drivers, nor any other agencies shall be required to become obligated for any vehicle residuals, re-selling, releasing or disposal of the vehicles.

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

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

CONTRACTOR will install appropriate RTS identifying decals provided and paid for by RTS on all vehicles provided by CONTRACTOR under the Program.

Americans with Disabilities (ADA) Lift Equipment

Accessible-equipped vehicles for commuter vanpool service, meeting American with Disabilities Act specifications are available upon request of the Program participants at CONTRACTOR's or applicant's cost.

Characteristics of a Traditional Commuter Vanpool

A commuter vanpool in the Program will operate as follows:

- A group of individuals voluntarily participating in a ridesharing arrangement
- Drivers are themselves commuters who and are not CONTRACTOR employees and receive no compensation for their efforts or are reimbursed by riders for the vehicle and its operating expenses.

- Drivers use the van to pick up, transport and deliver the other vanpool passengers to and from their residences (or a common staging area) and their places of employment.
- The vehicle makes one trip to work and one trip home.
- The use of the vanpool vehicle will not be construed as "being engaged in transportation as a business."
- The vehicle may be used for personal use as defined in the Driver Agreements, but may not be used to carry passengers for hire or outside the scope of the regular home-to-work commute.
- Additional prohibitions and limitations on the use of the vehicle are set forth in the Driver Agreements.

Driver Selection and Approval

CONTRACTOR will request all Driver candidates to complete an application giving CONTRACTOR authority to review their driving history record. Driver applicants whose driving history records meet CONTRACTOR criteria will be approved to drive.

In order to become an authorized Driver in the Program, applicants must hold a valid Florida license and must be at least twenty-five (25) years of age. In addition, he/she must have a minimum of five years of uninterrupted licensed driving experience.

Driving privileges will be automatically be denied if any of the following incidents are reported on the latest motor vehicle driving history record.

- Excessive speed (20 mph over the limit)
- Operating to endanger or reckless driving (or similar)
- Driving under the influence of alcohol or drugs
- Operating a motor vehicle with a suspended or revoked license
- School bus stopping flag violation (or similar)
- Leaving the scene of an accident involving personal injury or property damage.
- Motor vehicle homicide.

Driver Approval

CONTRACTOR staff will communicate approval or denial of Drivers' applications in writing. No one will be authorized to operate a vehicle in the Program until such time as the approval process has been completed and the individual has been approved in writing by the CONTRACTOR. CONTRACTOR will maintain a database of approved Drivers. CONTRACTOR will recheck DVM histories every two years so long as the Driver continues to drive a vehicle in the Program.

Driver Orientation

CONTRACTOR will offer an orientation to each Primary Driver. The orientation is an

opportunity to review with the new Driver the Program's operating procedures as they relate to the care or the vehicle and safety of the passengers and van operations. In general, the orientation will educate the Primary Driver in the following areas:

- Passenger safety and comfort
- Driving characteristics of the vanpool vehicle
- Recommended emergency measures
- Accident reporting
- Preventive maintenance program
- Use of backup vans and downtime credits
- Collection and handling of passenger charges
- NTD Database Reporting
- Driver/passenger rules to avoid group conflicts

Driver Responsibilities

The Primary Driver is the catalyst who ensures a group's formation and trouble-free operation. Accordingly, the Primary Driver (and the Alternate Driver in the Primary Driver's stead) must fulfill a number of responsibilities to ensure the safe and successful operation of the vanpool.

These responsibilities include:

- Using the vehicle to pick-up, transport and deliver passengers assigned to ride in the vanpool group to and from their residential area and their work locations in a regular, timely fashion.
- Collecting monthly vanpool service charges, in advance, in amounts established by CONTRACTOR, and forwarding monies collected each month to CONTRACTOR.
- Arranging for scheduled/unscheduled maintenance with the CONTRACTOR representative. Approved out-of-pocket expenses for oil, wiper blades, etc. may be deducted from the monthly payment to CONTRACTOR.
- Preparing required passenger and operating reports on a monthly basis. Preparing accident/insurance reports as needed and submitting them to the local CONTRACTOR representative or its third party incident management service.
- Maintaining a clean vehicle both inside and outside.
- Purchasing gasoline for the vehicle at the Driver's choice of name-brand gasoline stations.
- Recruiting additional passengers in order to keep the vanpool at the optimal occupancy.

SECTION B. Rate Structure

Commuter Vanpool Vehicles

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

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

The level of the FDOT Grant subsidy varies and CONTRACTOR may invoice up to 60% of the monthly vehicle costs. A Van Pool Agreement may include a fuel allowance subsidy which is added to the monthly fee.

All funds paid to CONTRACTOR by RTS/City of Gainesville are 100% reimbursed by FDOT. Not To Exceed \$ 201,028.00 ANNUALLY

Mileage Category	7 Pass Traverse	7 Pass Caravan	8 Pass Factory	8 Pass Luxury	10 Pass Luxury	12 Pass Factory	12 Pass Luxury	14 Pass Luxury	15 Pass Factory
500	\$820	\$820	\$830	\$890	\$960	\$750	\$1,020	\$1,070	\$840
750	\$865	\$865	\$875	\$935	\$1,005	\$795	\$1,065	\$1,115	\$885
1000	\$910	\$910	\$920	\$980	\$1,050	\$840	\$1,110	\$1,160	\$930
1250	\$955	\$955	\$965	\$1,025	\$1,095	\$885	\$1,155	\$1,205	\$975
1500	\$1,000	\$1,000	\$1,010	\$1,070	\$1,140	\$930	\$1,200	\$1,250	\$1,020
1750	\$1,045	\$1,045	\$1,055	\$1,115	\$1,185	\$975	\$1,245	\$1,295	\$1,065
2000	\$1,090	\$1,090	\$1,100	\$1,160	\$1,230	\$1,020	\$1,290	\$1,340	\$1,110
2250	\$1,135	\$1,135	\$1,145	\$1,205	\$1,275	\$1,065	\$1,335	\$1,385	\$1,155
2500	\$1,180	\$1,180	\$1,190	\$1,250	\$1,320	\$1,110	\$1,380	\$1,430	\$1,200
2750	\$1,225	\$1,225	\$1,235	\$1,295	\$1,365	\$1,155	\$1,425	\$1,475	\$1,245
3000	\$1,270	\$1,270	\$1,280	\$1,340	\$1,410	\$1,200	\$1,470	\$1,520	\$1,290
3250	\$1,315	\$1,315	\$1,325	\$1,385	\$1,455	\$1,245	\$1,515	\$1,565	\$1,335
3500	\$1,360	\$1,360	\$1,370	\$1,430	\$1,500	\$1,290	\$1,560	\$1,610	\$1,380
3750	\$1,405	\$1,405	\$1,415	\$1,475	\$1,545	\$1,335	\$1,605	\$1,655	\$1,425
4000	\$1,450	\$1,450	\$1,460	\$1,520	\$1,590	\$1,380	\$1,650	\$1,700	\$1,470

SECTION C. Insurance

Each vehicle shall be provided with evidence of auto liability, state authorized self-insurance, excess liability insurance, or a combination thereof up to the combined single limit of liability of \$1,000,000 each accident. The primary auto liability insurance coverage will be placed with an insurer licensed in the State of Florida.

CONTRACTOR will certify that adequate insurance coverage will be in effect for the duration of the contract.

Automobile Liability:	
General Commercial Liability: Bodily Injury and	\$1,000,000 per Occurrence
Uninsured & Underinsured Motorist Coverage	\$100,000 each Accident
	Self-insured / Full-Value
	Self-insured / Full-Value

All insurance coverage shall include the City of Gainesville and RTS as an additional insured on CONTRACTOR's certificate of insurance. Evidence of coverage will be provided in each vehicle in the form of an insurance card. The specified insurance coverage will be in effect for the life of the contract.

No-Deductible Insurance Coverage:

CONTRACTOR shall not charge the vanpool driver or authorized back-up driver any deductible fee for collision claims. Agency vans in an accident that are deemed by authorities to be "at-fault" a \$250 deductible shall be charged.

SECTION D. VEHICLE MAINTENANCE AND REPAIR

Vehicle Maintenance Program:

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

CONTRACTOR shall provide a preventative maintenance schedule with service completed every 6000 miles and expedite vehicle servicing for its vanpool customers. A detailed list of maintenance requirements will be provided and the CONTRACTOR will identify when maintenance needs to be scheduled and performed. CONTRACTOR representatives shall assist vanpool driver/ Coordinators in identifying a service provider for their routine service and repair needs.

Local Service Vendor: CONTRACTOR shall establish local vendor relationships in the City of Gainesville and Alachua County that allow vanpool groups to obtain maintenance and repairs for vanpool vehicles. Efforts shall be made to ensure most vehicle maintenance or repairs be completed the same day. Each repair facility must sign a Vehicle Service Memorandum of Understanding with CONTRACTOR. This agreement shall provide guidelines for preferential treatment for appointments, same-day service whenever possible, pricing and discounts, and care and cleaning of assigned back-up vehicles. Service providers shall regularly coordinate between themselves to ensure backup availability for wheelchair vans.

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

Unscheduled Repairs and Tire Replacement: Authorized service facilities shall be able to contact the CONTRACTOR to review the details of the repairs needed, and obtain an authorization for billing purposes. CONTRACTOR maintenance service advisors shall be ASE certified and have on-line access to vehicle service records. They shall engage the field staff to provide a loaner van or other support as needed.

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

Vehicle Maintenance Files: CONTRACTOR shall use a fleet management system to allow maintenance staff and CONTRACTOR managers to view each vehicle's repair history to ensure preventative maintenance schedules are followed, to alert CONTRACTOR to reoccurring problems, and to aid in expense control.

24/7 Access: CONTRACTOR will ensure website, customers have access 24/7 to view vehicle maintenance data on their vanpool.

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

Maintenance Quality & Cost Control: For quality assurance and cost control purposes, CONTRACTOR's Maintenance Department shall conduct periodic maintenance audits. A comprehensive list of maintenance reports shall be generated and reviewed. These reports will be used to identify vehicle servicing trends and irregularities such as excessive repairs or high volumes of similar repairs. The reports shall look at expenses by vendor and type of work performed.

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

CONTRACTOR shall instruct drivers to regularly inspect their tires for wear and check the tire pressure often, at least weekly – and more often during periods of rapid temperature change in the environment. ,

SECTION E. DRIVER SELECTION

Driver Requirements: CONTRACTOR shall review and approve all applicants that seek to drive the vanpool vehicles. All vehicle operation training sessions will be

conducted by CONTRACTOR employees on-site and in-person.

Application: Every Primary driver/coordinator and every alternate/backup driver must complete an application. The application shall collect information such as name, address, employer, driver's license number, automobile insurance information, moving violations, accidents and driving experience. The application shall be reviewed by local field office personnel as one component of the screening the approval process. The application system shall be designed to create efficiencies and increase communications with customers regarding the status of their applications.

Primary Driver Approval Criteria: In order to be an approved Primary driver, applicants must fully complete the driver application and satisfy CONTRACTOR's driver criteria.

- a) Credit Check: A credit check shall be obtained on all applicants who wish to be Primary Driver. The credit decision process shall be handled by the CONTRACTOR. No confidential credit information shall be housed in the local office, and shall be kept under strict controls to meet fair credit safety precautions and audit standards.
- b) Passenger and Citizen Comments: Each vanpool driver shall receive training before operating a van. The driver shall agree to adhere to the CONTRACTOR's safety program. Reported passenger and citizen observations of poor driver behavior shall be acted on immediately by the CONTRACTOR.
- c) Driver Safety: Approved vanpool drivers shall participate in a driver orientation conducted by a CONTRACTOR representative. The orientation shall be used to review with the new driver the vanpool program operating procedures as they relate to the care of the vehicle and the safety of the Primary drivers shall be able to view and print the completed application. CONTRACTOR's safety program shall be integrated into the online application. The completed application package should have potential drivers read and agree to the CONTRACTOR's Safety Program.

Requirements & Agreements: CONTRACTOR shall provide forms and agreements for Driver/Coordinators, Alternate/Back-up Drivers and Riders. Each member of the vanpool group must execute the appropriate CONTRACTOR Agreement(s) detailing the requirements and responsibilities associated with participating in the vanpool program.

Motor Vehicle Record (MVR) Check: A MVR check shall be obtained on all drivers prior to obtaining CONTRACTOR driving approval. Drivers must have "clean" records meeting strict criteria and must possess a current and valid license required by the state. Driving record re-checks shall be conducted every two years or within 30 days of license expiration, whichever occurs first. Driving records may also be periodically reviewed, at the discretion of CONTRACTOR's Risk Manager, following an accident or upon receipt of driving complaints. A written response shall be provided to all driver applicants notifying them of the outcome of their application.

Driver Orientation: Shall educate the driver in the following areas:

- Passenger safety and comfort
- Driving characteristics of a van
- Recommended emergency measures
- Accident reporting
- Preventative maintenance program
- Passenger rules to avoid group conflicts
- Safe driving techniques
- NTD reporting requirements

At the driver's request the orientation may also provide for a test drive. This gives the new driver the opportunity to inspect the features of the van and experience the handling. Materials used at the driver orientation are found in the Important Vanpool Documents pouch located in each van. In particular, the Primary Driver Guide is reviewed comprehensively.

Post-Accident Driver Eligibility Review: Driving records shall be checked after every accident to ensure drivers still meet the CONTRACTORS safety program criteria. CONTRACTOR shall revoke driving privileges anytime a driver no longer meets the CONTRACTOR safety criteria. The drivers are informed both verbally and in writing and another approved driver shall assume the responsibilities of the primary driver.

Loss Review and Audits: CONTRACTOR shall regularly review all incidents and accidents and take all appropriate corrective action based upon the circumstances. In addition, the CONTRACTOR shall visit the field locations to ensure compliance and consistent review of driver safety and loss prevention practices. These reviews shall include visits to public and corporate customer locations to meet with drivers and employers, and to reinforce and explore loss prevention and safety enhancements.

SECTION F. CUSTOMER SAFETY RELATIONS

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

Mandatory Seat Belt Use: CONTRACTOR policy shall require seat belt use by all occupants. "Seat Belt Use Required" decals shall be prominently displayed in each vehicle. Seat belt extenders shall be available upon request. The use of seat belts shall be reinforced in the safety program.

Vehicles shall be equipped with child restraint anchorage systems in specially

designated seating positions. It should be a CONTRACTOR requirement for children to be accompanied by their parent or guardian and be properly secured in an approved child seat. If a child must ride in the van a "Child Consent Waiver" must be signed in advance as an addendum to the Primary Driver Agreement by both the driver and the parent/guardian.

National Highway Traffic Safety Administration (NHTSA) Mirror Hangtag:

CONTRACTOR shall provide the NHTSA advisory information as a mirror hangtag. The hangtag reiterates NHTSA's message "Reducing the Risk of Rollover Crashed in 15-Passenger Vans." It shall contain messages on "Tips for Preventing Rollover", "Buckle Up for Safety", "Other Tips for Safe Driving" and "An Experienced Driver Makes a Difference."

Cell Phone Use Prohibited: Cell phone use, including the use of a hands free device by the vanpool drivers is strictly prohibited while operating a CONTRACTOR vanpool.

SECTION G. DRIVER BENEFIT

Primary use of the vehicle is for commute trips to work and school. Drivers are eligible to use the leased van for limited personal use. Definitions of allowable use driving shall be outlined in the Primary Driver Agreement, which each driver must read and sign in advance of being approved to drive.

Total miles driven each month must stay within the total allowable miles as prescribed in the lease arrangement. All drivers shall be told how many miles total their group has been leased each month, and must stay within that allotment. A copy of the Primary Driver Agreement is in the "Attachments" section of this Agreement.

SECTION H. PARTICIPANT TERMINATION

All of the RTS/City of Gainesville contracts with customers shall be a 30 day lease. This means that the Primary Driver will enjoy a 30 day lease with no long term commitment. With a 30 day notice they may either return the van, or change their lease rate, which is dependent of the number of miles the group would like to use on a monthly basis. Though there is no rider agreement, CONTRACTOR shall require riders to also give a 30 day notice to their drivers if they are planning on discontinuing their vanpool membership.

SECTION I. VEHICLE SPECIFICATIONS

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

Each vehicle shall be tracked in a vehicle information system. A pertinent fleet management detail shall be recorded. This system shall be used by both field and corporate office staff for maintenance monitoring, replacement ordering, and

registration and license compliance, along with other operating and customer information.

SECTION J. DECALS

All vehicles shall be decaled with the CONTRACTOR branding.

SECTION K. REPLACEMENT VEHICLES

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

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

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

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

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

SECTION L. PRE-DELIVERY INSPECTION FOR VANS

The local office will staff follow a strict regimen of pre-delivery checklists for both the vanpool program participants to ensure all necessary equipment and materials are in

the vehicle before the delivery of the van. Primary drivers shall be instructed to follow the procedure contained in a Primary Driver Guide for performing vehicle inspections which specify to:

- Check in, under, and around the vehicle for objects or obstacles each time before the vehicle is operated.
- Pay attention to how close other vehicles are parked next to the vehicle.
- Before starting out, make sure all doors are closed securely, passengers are wearing their seat belts, and that nothing blocks the visibility out of the front, side, or rear windows.
- Alert riders when departing and ask for assistance with blind spots, if necessary, before putting the van in gear.
- Establish a weekly routine to check safety and maintenance related items on the van.
- Ensure that the van is clean inside and out, that mirrors are clean and properly aligned for viewing.
- Check the windshield wipers to verify that they are in good shape.
- Check all fluid levels, including windshield washer fluid, oil and gas.
- Check the overall condition of tires for any signs of damage or uneven wear.
- Make sure that seat belts are available and operable.

In addition, the local office staff shall meet with the primary coordinator for the vanpool and the agency point of contact to ensure a thorough understanding of program requirements and expectations.

Paperless Vehicle Delivery: Upon delivery of a vanpool vehicle, a CONTRACTOR Representative shall conduct an orientation with the driver(s). The purpose of orientation is to allow drivers to ask questions they may have thought of after the initial driver training and gain a level of comfort before driving the van. The driver shall be reminded of his/her responsibilities and assured of the customer support. The orientation shall consist of familiarizing the driver with operations and special features of the van, a maintenance procedures, as well as accident procedures. A test driver may be required as well as an explanation of the conditions to be aware of that are unique to driving a van, such as height limits in parking structures, turning clearances, and backing the vehicle.

A Vanpool safety program shall be made available to all Primary drivers and any passengers interested in serving as an alternate or back-up driver. All drivers are required to be briefed prior to driving the van. The driver and the Customer Service

Representative shall go over the condition of the van and verify the odometer reading together. The driver's signature is required on the condition report agreeing to the condition of the vehicle at the delivery. The following items are reviewed:

SECTION M. PROGRAM MARKETING

Agency Program: Approaches to be used in growing the program will be the addition of strong community involvement and volunteer hours spent with the organizations. Special priority will be given to the Agencies in all aspects of the program to support the residents of City of Gainesville that are in the most need.

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

Total miles driven each month must stay within the total allowable miles as prescribed in the lease arrangement. All drivers shall be told how many miles total their group has been leased each month, and must stay within that allotment. A copy of the Primary Driver Agreement is in the "Attachments" section of this Agreement.

SECTION N. VANPOOL ONSITE INSPECTIONS

CONTRACTOR will develop a process to be held annually or biannually in conjunction with RTS at the RTS facility or alternate location to inspect the vehicles. Both RTS personnel and CONTRACTOR local staff will be on hand to assist in the physical inspection of the vehicles.

SECTION O. REPORTING

CONTRACTOR will comply with all reporting requirements outlined by RTS in this contract. CONTRACTOR will ensure RTS receives NTD figures monthly to comply with NTD reporting requirements. All other reporting requirements listed below will be reported monthly to RTS, with the exception of the Annual Operations Report; which will be reported annually to RTS. Currently, the list of required reports includes:

- **NTD** reporting information
- **Number** of vanpools and riders
- **Vehicle Inventory Report**- descriptive fleet information (including ADA vehicles)
- **Maintenance Report** – detailing Preventative Maintenance and other work performed on the vehicle and a list of facilities where work is to be performed.
- **Accident Report** – accidents and incidents related to vanpool operation
- **DBE/MBE Participation Report** – dollar value of all expenditures to Florida

registered DBE/MBEs.

- Annual Operations Report

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

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EXHIBIT B FEDERAL CLAUSES

Fly America Requirements

CONTRACTOR shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their CONTRACTOR are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. CONTRACTOR shall report each violation to the City and understands and agrees that the City shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. CONTRACTOR shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.]- CONTRACTOR Inc.s 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. 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. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), CONTRACTOR shall provide the City, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and CONTRACTOR records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO CONTRACTOR, access to CONTRACTOR's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. CONTRACTOR shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. CONTRACTOR shall maintain all books, records, accounts and reports required under this contract for a period of 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 CONTRACTOR agrees to maintain same until the City, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

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

Clean Air

1) CONTRACTOR shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. CONTRACTOR shall report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to FTA and the appropriate EPA

Regional Office.

2) CONTRACTOR shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties

(1) The City and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the

underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, CONTRACTOR or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

(1) CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on CONTRACTOR to the extent the US Government deems appropriate.

(2) If CONTRACTOR makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n) (1) on CONTRACTOR, to the extent the US Government deems appropriate.

(3) CONTRACTOR shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

a. Termination for Convenience (General Provision) the City may terminate this contract, in whole or in part, at any time by written notice to CONTRACTOR when it is in the City's best interest. CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the City. If CONTRACTOR is in possession of any of the City's property, CONTRACTOR shall account for same, and dispose of it as the City directs.

b. Termination for Default [Breach or Cause] (General Provision) If CONTRACTOR does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and CONTRACTOR fails to perform in the manner called for in the contract, or if CONTRACTOR fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination to CONTRACTOR setting forth the manner in which CONTRACTOR is in

default. CONTRACTOR shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City that 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 CONTRACTOR, the City, after setting up a new delivery or performance schedule, may allow CONTRACTOR to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the City in its sole discretion may, in the case of a termination for breach or default, allow CONTRACTOR an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If CONTRACTOR fails to remedy to the City's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by CONTRACTOR or written notice from the City setting forth the nature of said breach or default, the City 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 the City from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the City elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by the City shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the City, by written notice, may terminate this contract, in whole or in part, when it is in the City's interest. If the contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If CONTRACTOR fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if CONTRACTOR fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to CONTRACTOR a notice of termination specifying the nature of default. CONTRACTOR shall 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 CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the City's convenience.

g. Termination for Default (Transportation Services) If CONTRACTOR fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if CONTRACTOR fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to CONTRACTOR a notice of termination specifying the nature of default. CONTRACTOR shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while CONTRACTOR has possession of the City goods, CONTRACTOR shall,

as directed by the City, protect and preserve the goods until surrendered to the City or its agent. CONTRACTOR and the City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the City's convenience.

Government Wide Debarment and Suspension (Non Procurement)

This contract is a *covered* transaction for purposes of 49 CFR Part 29. As such, CONTRACTOR is required to verify that none of CONTRACTORS, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, 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 49 CFR 29, Subpart C 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.

Contracts Involving Federal Privacy Act Requirements

The following requirements apply to CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) 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, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. 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.

(2) 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.

Civil Rights Requirements

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended,

42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. CONTRACTOR shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex- In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, CONTRACTOR shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONTRACTOR shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, CONTRACTOR shall refrain from discrimination against present and prospective employees for reason of age. CONTRACTOR shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, CONTRACTOR shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. CONTRACTOR shall also comply with any implementing requirements FTA may issue.

(3) CONTRACTOR shall include these requirements in each subcontract financed in whole or in part with

FTA assistance, modified only if necessary to identify the affected parties.

Breaches and Dispute Resolution

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's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, CONTRACTOR mails or otherwise furnishes a written appeal to the City's CEO.

In connection with such appeal, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the RTS and the City of Gainesville Commission shall be binding upon CONTRACTOR and CONTRACTOR shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, the 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 ten days 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 and 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 residing State.

Rights and Remedies - 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 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.

Disadvantaged Business Enterprise

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by 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 municipal corporation deems appropriate. Each subcontract CONTRACTOR signs with a sub-CONTRACTOR must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the

period of performance.

e. 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 CONTRACTOR's receipt of payment for that work from the City. In addition, CONTRACTOR may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City and CONTRACTOR's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. CONTRACTOR may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated 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. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the City to be in violation of

FTA Terms and Conditions.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, CONTRACTOR shall comply with the requirements of 49 USC 5323(h) (2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

CONTRACTOR shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other

implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, CONTRACTOR shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the City shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the City's Procurement Guidelines, available upon request from the City.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the City to be in violation of FTA terms and conditions. CONTRACTOR shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the City and FTA, as 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.

Real Property

Any contract entered into shall contain the following provisions: CONTRACTOR shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not

limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the City agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

The City agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing. Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in 3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State Agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under, which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The City agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Company Name: _____

Type or print name of authorized representative: _____

Signature of authorized representative: _____ Date: _____

FEDERAL CERTIFICATIONS

CERTIFICATION AND RESTRICTIONS ON LOBBYING

- 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 any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Company Name _____

Type or print name of authorized representative _____

Signature of authorized representative _____ Date _____

Signature of notary and SEAL

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at

49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

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

certification, in addition to remedies available to the City, 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 49 CFR 29, Subpart C 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.

FEDERAL TRANSIT ADMINISTRATION CAPITAL COST OF CONTRACTING POLICY.
The CITY reserves the right to incorporate at its sole discretion use of the Federal Transit Administration's Capital Cost of Contracting policy on program vehicles utilized under Exhibit "A", Scope of Services.