

**CONTRACT BETWEEN
MV CONTRACT TRANSPORTATION, INC.
AND
CITY OF GAINESVILLE
FOR
ADA PARATRANSIT SERVICE**

This Contract is made by and between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("CITY"), and MV CONTRACT TRANSPORTATION, INC. ("CONTRACTOR").

WHEREAS, the parties desire to enter into an agreement to provide ADA PARATRANSIT SERVICE IN THE CITY OF GAINESVILLE AND ALACHUA COUNTY;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The CONTRACTOR shall furnish the labor, materials, and equipment to perform the contract as provided by the following enumerated documents, whether attached to this Contract or incorporated by reference (collectively the 'Contract Documents'):

- 1) This Contract,
- 2) Addenda/amendments to procurement documents (Addendum #1 dated June 11, 2014 and Addendum #2 dated June 18, 2014),
- 3) Procurement documents (City of Gainesville Request for Proposal #RTSX-140047-DS dated May 21, 2014), and
- 4) Contractor's Best and Final Offer (BAFO) response dated July 24, 2014, and Contractor's Final Negotiations Price Page email memorializing Year 1 contract rates and future commitment to negotiate remaining contract year rates dated August 12, 2014

The Contract Documents constitute the entire agreement between the City and Contractor. In the event of conflict or inconsistency between in the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail. Any modification to the Contract Documents shall only become effective on signed written agreement between the parties.

2. The CITY shall pay to the CONTRACTOR for the faithful performance of this Contract the sums due upon verified invoice within 30 days of receipt in accordance with the Request for Proposal.

Proposal pricing shall be an all-inclusive per trip unit price for all services performed under this contract. Said pricing shall be firm for the first year of the five year contract. Beginning with year two (2) of the contract, if requested by contractor within 90 days of the start of the contract year, the City and Contractor will enter into negotiations regarding a price increase. Should negotiations fail to result in an agreed upon rate in writing by both parties, then either party may terminate this contract for convenience with sixty (60) days written notice. The basis for negotiation shall be the U.S. Bureau of Labor Statistics National Consumer Price Index (CPI), All Urban Consumers, "U.S. All Items, 1982-84=100- CUUROOOOASAO", "Not Seasonally Adjusted", "U.S. city average" as measured for the previous 12 month period ending in May of each year. Any agreed upon increase shall not exceed 3% per year.

Year One rates:

- \$29.23 per one way ambulatory riders (within the RTS service area)
- \$33.18 per one way for mobility aided riders (within the RTS service area)
- \$ 7.80 for companion rides for both ambulatory and mobility aided riders

The CITY will pay these fees less the three dollar (\$3.00) ADA complementary service fare on a monthly basis with 30 days of receipt of the invoice for services. Invoices should be received no later than the 10th day following the preceding month of service. The invoice for service shall include the name of the passenger, origin, destination, time of pick up and the date of service.

3. The obligations of the CITY as to any funding required pursuant to this Contract 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 Contract.

4. The CONTRACTOR and the CITY further agree that time is of the essence of the CONTRACT and that the work under the CONTRACT is required to be completed within the time specified in the Request for Proposal Documents.

5. The contract period for work under this Contract shall commence upon execution of the contract for

a term not to exceed five (5) years.

6. 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 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 Documents.

7. CONTRACTOR shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. 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 termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

8. NOTICE

Any notice required under this Contract shall be addressed as follows and delivered via US Post or express mail

CITY

CONTRACTOR

City of Gainesville

MV Contract Transportation, Inc.

PO Box 490, Station 32

5910 North Central Expressway, Suite 1145

Gainesville, FL 32627

Dallas, TX 75206

Attn: City Manager

Attn: Office of the General Counsel

IN WITNESS WHEREOF the parties have executed this Contract on the day first above written in two counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

(SEAL) (If Corporation)

ATTEST OR WITNESS:

MV CONTRACT TRANSPORTATION, INC.



Title: SVP



Title: EXECUTIVE VP

ATTEST OR WITNESS:

CITY OF GAINESVILLE, FLORIDA

Helen Harris

Title: Office Coordinator

 10/2/14

Title: City Manager

APPROVED AS TO FORM AND LEGALITY

 10/2/14



Issue Date: May 21, 2014

Non-Mandatory Pre-Proposal Conference:
June 11, 2014 @ 8:00 a.m.
at Regional Transit System,
Administrative Office
100 SE 10th Avenue,
Conference Room
Gainesville, Florida

Bid Due Date: June 25, 2014 @ 3:00 p.m. local time

REQUEST FOR PROPOSAL

RFP NO.RTSX-140047-DS

ADA PARATRANSIT SERVICE IN CITY OF GAINESVILLE AND ALACUA COUNTY

Purchasing Representative:
Daphne Sesco, Buyer II
Purchasing Division
Phone: (352) 334-5021
Fax: (352) 334-3163
Email: sescoda@cityofgainesville.org

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

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**CITY OF GAINESVILLE
REQUEST FOR PROPOSALS FOR
ADA PARATRANSIT SERVICE IN
CITY OF GAINESVILLE AND ALACHUA COUNTY**

SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES

RFP#: RTSX-140047-DS

Date: May 21, 2014

A. INTRODUCTION/BACKGROUND

The City of Gainesville (hereafter "City") is requesting proposals from qualified providers of ADA Paratransit Service understanding and complying with Federal guidelines and requirements.

B. RFP TIME TABLE

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

RFP available for distribution	May 21, 2014
(Non) Mandatory Pre-Proposal Conference	June 11, 2014 (8:00 a.m. local time)
Deadline for receipt of questions	June 16, 2014 (1:00 p.m. local time)
Deadline for receipt of proposals	June 25, 2014 (3:00 p.m. local time)
Evaluation/Selection process	July 8, 2014
Discussions/Oral Presentations, if conducted	July 17, 2014
Negotiations, if conducted	July 21, 2014
Projected award date by City Commission	September 4, 2014
Projected contract start date	November 1, 2014

C. PROPOSAL SUBMISSION

One original and 4 copies (a total of 5) of the complete proposal must be received by June 25, 2014 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.

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), June 25, 2014 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, 8:00 a.m. on June 11, 2014 at Regional Transit System, Administrative Office, 100 SE 10th Avenue, Conference Room, 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 Daphne Sesco, Buyer II, 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. PROPRIETARY INFORMATION

Responses to this Request for Proposals, upon receipt by the City, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. It is also strongly recommended that those specific materials that you assert qualify for exemption from Chapter 119 be submitted in a separate envelope and clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the proposal number marked on the outside. Please also note that details of proposals, including alleged trade secrets, with the exception of a company's financial statements, may be disclosed at a public meeting.

In the event the City determines that any materials claimed to be exempt as trade secrets do not qualify as such, the proposer will be contacted and will have the opportunity to rescind their proposal or waive their claim to confidentiality. Please be aware that the designation of an item as a trade secret by you, and the refusal to disclose any materials submitted to the City, may be challenged in court by any person. By your designation of material in your proposal as a "trade secret" you agree to hold harmless the City for any award to a plaintiff for damages, costs or attorneys' fees and for costs and attorneys' fees incurred by the City by reason of any legal action challenging your claim, and the City's refusal to disclose.

M. QUALIFICATIONS OF PROPOSERS

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

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

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

N. NEGOTIATIONS

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

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

O. RIGHTS OF APPEAL

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

P. RULES; REGULATIONS; LICENSING REQUIREMENT

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

Q. REVIEW OF PROPOSALS

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

R. RECORDS/AUDIT

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

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

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

T. 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.

U. 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.

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

B. MINIMUM REQUIREMENTS

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

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

Service Estimate

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

*The annual trip amounts for FY 2007 – 2013 are based on actual billed trips.

	2007	2008	2009	2010	2011	2012	2013
Annual Trips	36,491	38,314	40,067	40,648	45,868	51,542	53,799

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

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

SECTION III – PROPOSAL FORMAT

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

A. FORMAT AND CONTENTS OF PROPOSAL

1. Table of Contents

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

2. Technical Proposals

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

3. Price Proposal

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

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

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

4. Qualifications

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

B. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS

[Include a description of the experience, qualifications including any minimum qualifications, financial stability, recent references of the proposer's performance on contracts of similar scope and size required. A specific format may be required of the proposers. Experience may be included as the number of years, level of technical knowledge, educational degrees and certifications required. Financial stability may be determined by requesting the proposers most recent financial statement, certified audit, balance sheet, or evidence of bonding capacity.]

- Bidder's operating facility must be located in the City limits and off of a fixed route.
- Bidder must be willing to employ or procure Trapeze Software and PAS Mon to operate Mobile Data Terminals (MDTs).
- Bidder must have Mentor MDTs and have operational MDTs in all vehicles.
- Bidder must have a minimum of 5 years of providing ADA paratransit service.

SECTION IV – EVALUATION CRITERIA AND PROCEDURES

A. EVALUATION CRITERIA

1.0 SELECTION AND EVALUATION CRITERIA

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

Criteria:

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

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 clarifications/discussions and/or oral presentations may be requested. After determining which proposers are in the competitive range, the City may conduct negotiations with those proposers to discuss any deficiencies in their proposal and to ensure that the proposers fully understand all the requirements of this RFP. Should negotiations occur, the City may issue to those proposers remaining in the competitive range an invitation to submit a revised proposal or, if negotiations are complete, a Best and Final Offer (BAFO). The BAFO will reflect the proposer's final cost/price proposal to the City based on all the clarifications to the proposed Scope of Work included in the oral presentation and/or negotiations. Any additional costs associated either with the negotiation of completion/submission of revised proposals and/or BAFO submittals are to be made at no cost to the City.
5. Best and Final offers will be evaluated: 1) 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: 1) 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 commence upon final execution and will continue for five (5) years, subject to funding in subsequent fiscal years.
8. Termination.

Termination for Default - Remedies for Breach

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

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

Termination for Convenience

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

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

9. Applicable Law. The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue in the courts of Alachua County, Florida.
10. Joint Bidding/Cooperative Purchasing Agreement. All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida to rebid any or all items.
11. Subcontractors. All successful contractors specific to construction in the amount of \$300 thousand or more to include material suppliers shall be required to provide information of subcontractors in addition to sub and sub subcontractors prior to final payment under the contract.
12. Florida Public Records Act.
Florida has a very broad public records law. By entering into an agreement with the City, the contractor acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act the contractor shall:
 - a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - 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;
 - 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;
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public record in possession of the contractor upon termination of the contract 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.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of the contract between City and contractor. City may pursue all remedies for breach of this agreement.

SECTION VI – TECHNICAL SPECIFICATIONS

A. SCOPE

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.
2. The CONTRACTOR shall provide door to door ADA paratransit transportation services to CITY and Alachua county residents and visitors, including all the resources necessary to provide such services as may be required by the Federal Transportation Administration (FTA), Florida Department of Transportation (FDOT) and the CITY to meet the needs of the CITY'S paratransit program. These services will be provided under the Americans with Disabilities Act (ADA).
3. The CITY will manage the contract, and will be the final arbiter in all disputes. To ensure the continuation and level of service for the ADA clients the CONTRACTOR may be required to modify the services provided hereunder consistent with such federal, state, local or City action or regulation.
4. The CITY will:
 - a. Ensure the client's ADA Paratransit certification is current.
 - b. Audit CONTRACTOR(S) invoices prior to reimbursement.
 - c. Provide a minimum of ten (10) cutaway paratransit vehicles to be used to provide ADA service.
 - d. Ensure the Drug and Alcohol Program is run correctly and will accompany the CONTRACTOR when inspections are done on the facilities that conduct Drug and Alcohol testing.
5. The CONTRACTOR must:
 - a. Demonstrate 5 years of experience supplying ADA Paratransit service while complying with all FTA and FDOT requirements.
 - b. Schedule trips and take reservations for ADA paratransit service.
 - c. Input trip information into the paratransit scheduling software.
 - d. Accept requests for trip changes, including trip cancellations, from the rider(s).
 - e. Provide trip manifests to pick up and deliver ADA riders.
 - f. Record and investigate passenger complaints and commendations.
 - g. Conduct on-the-road observation and reporting of any discrepancies by drivers providing ADA service.
 - h. Maintain Trapeze paratransit scheduling software.
 - i. Provide technical and training support regarding the use of Trapeze scheduling software.
 - j. Train all administrative staff and certify all drivers. The CONTRACTOR shall provide driver training to ensure compliance ADA law and regulations. Prior to transporting riders, drivers will successfully complete all training requirements specified herein, as they may be amended from time to time.
 - k. Run a Drug and Alcohol program (including testing) to ensure drivers are compliant with federal and state requirements. The CONTRACTOR will be responsible for all cost associated with the testing program. The CONTRACTOR shall require drug and alcohol testing of its employees including but not limited to pre-employment, reasonable suspicion, post-accident, and follow-up. The CONTRACTOR must take their employees at the CONTRACTOR'S expense to a CITY approved facility.

- l. Contractor will comply with the reporting requirements under C 4704.1: The Equal Employment Opportunity (EEO) circular. The circular requires annual collection of data for submission in the EEO plan. The completed EEO plan will be submitted to the CITY triennially starting in January 2017.
- m. Coordinate trips with the Community Transportation Coordinator (CTC) to ensure trips are provided under the correct funding source. The CTC will be responsible for Transportation Disadvantaged (TD) trips.
- n. Accomplish annual reviews of individual driver's responsibilities and performance.
- o. Accomplish semi-annual observations of the driver's on-the-job performance.
- p. The CONTRACTOR, at the owner's expense, is required to return any personal belongings left on vehicles, to the riders (if known) who left them, within three (3) business days.
- q. The CONTRACTOR shall be responsible for all negligent, intentional, malicious, wrongful acts and omissions of its employees, sub-contractors, agents, or assigns, and their respective officers, employees, servants, or agents, and any other person performing any portion of this work under this contract or a subcontract with the CONTRACTOR. The CITY shall have no liability as a result of any negligent, intentional, malicious, wrongful acts or omissions of the CONTRACTOR, its sub-contractors, employees, servants, agents, or assigns.
- r. The CONTRACTOR warrants that it will utilize only competent and skilled employees in the performance of the work under this contract, and that it will not assign any person to perform work who is unfit or unqualified to perform the task assigned. The CONTRACTOR further acknowledges that its performance of the work hereunder will require daily contact with the users of the CITY'S paratransit system, and interaction with the CITY and CITY staff, and members of the public. The CONTRACTOR agrees that it will utilize only personnel who are polite and courteous and who exhibit those traits necessary to provide a high level of customer service.

B. BACKGROUND

1. Gainesville is the largest city in Alachua County. It serves as the cultural, educational and commercial center for the North Central Florida Region. The CITY owns a regional transit system, a municipal airport, a 72-par championship golf course, and a utility. Gainesville is also home to Florida's largest and oldest university, and is one of the state's centers of education, medicine, cultural events and athletics. The University of Florida and Shands Hospital at UF are the leading employers in Gainesville and provide jobs for many residents of surrounding counties: Gainesville is located in North Central Florida. The population of Gainesville as of 2012 is approximately 126,000 and the incorporated and unincorporated area is approximately 54 square miles.
2. The CITY's current contract with MV TRANSPORTATION INC., for paratransit services is due to expire September 30, 2014. If necessary, RTS will contract with MV TRANSPORTATION INC., to continue to provide ADA paratransit service on a month to month basis until the RFP process is complete and a new paratransit contract is awarded.

C. GENERAL OVERVIEW

1. DEFINITIONS:

- a. Acceptance - as used in this Scope of Work means the act of an authorized CITY representative approving specific services or reports, as partial or complete in the performance of the contract.
- b. ADA - The Americans with Disabilities Act of 1990 is a federal law that prohibits discrimination against individuals with disabilities in connection with the provision of transportation service. The law requires complementary paratransit services be provided for individuals with disabilities who are unable to use a fixed route transportation system.
- c. AVL - an Automatic Vehicle Locator is a device that makes use of the Global Positioning System (GPS) or other location technology to enable a business or agency to remotely track the location of its vehicle fleet by using the Internet.

- d. Claim - as used in this Scope of Work, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.
- e. Wheelchair - is a wheelchair that does not weigh more than 600 pounds when occupied. Wheelchairs are defined to include both three-wheeled and four-wheeled mobility aids. Three-wheeled "scooters" and other non-traditional designs that fit these standards must be transported. This definition may be modified to remain consistent with federal, state or local regulations relating to the delivery of program services as deemed necessary by CITY.
- f. Complementary Paratransit Service (CPS) – Door to Door service required by the ADA, for individuals who are not able to access a fixed route bus due to a disability.
- g. Dedicated Vehicles - are vehicles which are provided solely for use in this contract and will not be used in any other capacity.
- h. Door-To-Door Service - is defined as service from the first floor front door or main lobby of a rider's origin to the first floor front door or main lobby of the rider's destination. It is not the driver's responsibility to go through the door or to search for passengers.
- i. Manifest - a specific itinerary of trips assigned to a specific vehicle.
- j. MDT - Mobile Data Terminal - small computer terminal operating in a vehicle, MDTs are usually linked with Computer Aided Dispatching (CAD) systems and can be used for all non-voice communications.
- k. Missed Trip - A missed trip is a trip that was not performed regardless of the reason for non-performance or was performed more than one (1) hour after the end of the pick-up window.
- l. Mobility Aided Trip – When the rider is traveling in a wheelchair or scooter and the driver has to use the four point securement system to secure the rider. Use of the lift to board a passenger does not constitute a mobility aided trip. Use of walkers by passengers will not be considered or charged as a mobility aided trip.
- m. Monitoring - activities performed by the CITY or other federal, state or local governmental entities with regulatory authority over ADA trips to ensure compliance with current laws, regulations, and procedures and with all aspects of this contract. These measures may include but not be limited to, examination of electronic data, all files, records, vehicles, facilities, equipment, personnel, securement devices, and service delivery. Monitoring may be conducted with or without notice.
- n. Road Call - any mechanical failure of a vehicle in service which results in the interruption of service requiring intervention.
- o. Service Animal - any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, psychiatric, sensory, intellectual or other mental disability. Examples of service animals may include: guide dogs, service dogs and signal dogs for the deaf. Service animals do not have to be identified by a special leash, harness, or other identifying equipment.
- p. Services - as used in this clause, include services performed, workmanship, and material furnished, utilized or required in the performance of standards and this contract.
- q. Time in Vehicle – Excessively long trips maybe be defined in one of the following ways trips that are longer than a set amount of time; Trips that are considerably longer than comparable fixed route trips; i.e. trips that are more than twice as long as fixed-route trips from and to the same origins and destinations at the same time a day.
- r. Trip Denial – A trip request is considered denied if it cannot be accommodated at all or if it cannot be accommodated within one hour before after the requested pick up time. Trips scheduled more than an hour from the requested time should be recorded as denials even if the person accepts the different time since they may be taking the time offered only because they have no other option. If the passenger requests a round trip and only one leg of the trip can be accommodated and the customer declines the one-way trip offer both legs of the trip need to be counted as denials.

Trip request need not be considered a denial if the time is it within one hour of the requested pick up time and if the time offered is not accepted by the passenger as long as it is within the hour then the refusal does not need to be considered a trip denial.

There are two types of denials: Capacity Denial and an Adversarial Denial. A Capacity denial is recorded if the trip request cannot be accommodated at all or cannot be accommodated within the hour of the requested pick up time. Adversarial denial is if a trip is offered within an hour of the requested time but refused by the passenger.

- s. Valid Complaint – is any complaint in which the CONTRACTOR has been found to be “at fault.” At fault status is determined by the RTS ADA Transit Coordinator based on investigation of the situation presented by the client or the CTC. The CONTRACTOR’S explanation of the circumstances, which caused the situation to occur, will be included in the determination of fault.

2. SERVICES TO BE PERFORMED:

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

- a. Acquire and maintain dedicated vehicles to provide ADA paratransit service in accordance with all requirements.
- b. Provide all personnel necessary to successfully perform this contract in accordance with all requirements.
- c. Establish, utilize, and maintain an operations/maintenance facility in accordance with all requirements to provide contracted ADA paratransit service.
- d. Provide telephone equipment in accordance with all requirements.
- e. Provide all vehicles with a two-way radio system and Mentor Mobile Data terminals compatible with PAS-MON and Trapeze Paratransit Software in accordance with the terms of the contract.
- f. Provide door-to-door transportation to ADA paratransit riders, in accordance with all requirements, and in accordance with all federal, state, local and CITY requirements.
- g. Gather, maintain, and complete vehicle manifests, reports, documentation, and data in accordance with all requirements.
- h. For each assigned trip, provide documentation in accordance with all requirements.
- i. Comply with all federal, state, local and CITY requirements applicable to the delivery of services and the full performance of this contract.
- j. The CONTRACTOR shall provide all dispatching required by CITY utilizing such equipment, materials, software and minimum staffing levels required by CITY.
- k. Provide for road supervision for observation of CONTRACTOR service operation.

3. SERVICE AREA:

In general, the CONTRACTOR:

- a. The ADA Complementary Paratransit Service (CPS) service area must be to origins and destinations within a maximum corridor of ¾ miles on either side of a fixed-route and any origin and destination within the CITY limits of Gainesville or as specified by the CITY. A service area map will be prepared and made available to the CONTRACTOR.

4. SERVICE HOURS:

- a. The CONTRACTOR will provide vehicles Monday through Friday from 6:00 a.m. to 9:00 p.m.; Saturday 6:00 a.m. to 7:30 p.m. and 10:00 a.m. to 6:00 p.m. on Sunday.

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

5. METHOD OF PAYMENT AND BILLING REPORTS:

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

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

6. FARES:

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

- a. Current price for ADA trips is double the fixed route fare per one-way trip.
- b. Personal Care Attendants (PCA) may not be charged nor will the CITY reimburse PCA trips.
- c. Travel companions shall be charged the same fare as the ADA eligible rider per one-way trip.
- d. The fare will be established by the City Commission. The fare may be paid in cash or courtesy passes. The CITY reserves the right to change the fare amount at any time.
- e. The manifests and schedules shall provide complete instructions regarding the passenger to the driver and concerning the amount of fares to be collected.
- f. The driver is required to collect the fare specified on the manifest or schedule at the time the vehicle arrives to transport the rider(s).
- g. If a rider does not provide the appropriate fare, the driver is required to notify the dispatcher and annotate the manifest and deny service if the rider is at their residence. The CONTRACTOR will not hold the CITY liable for uncollected fares.
- h. Upon approval of RTS, the CONTRACTOR may sell passes, tickets or other fare media for ADA demand response service. The CONTRACTOR is responsible for all costs associated with producing such media.
- i. The CONTRACTOR is prohibited from transporting riders who fail to present the appropriate fare unless failure to transport the rider would result in the rider being stranded away from home. In such instances the CONTRACTOR will transport the rider and treat the incident as a matter of rider misconduct which is subject to the client code of conduct.

- j. Drivers are absolutely prohibited from accepting gifts or gratuities of any kind, either as payment of a fare or in addition to the payment of a fare.
- k. The CONTRACTOR will retain all fares which are received in the form of cash as partial payment for services rendered.
- l. The fare amount and accepted method(s) of payment for this program will be defined by the CITY and are subject to change.
- m. The Manifests and Schedules provide complete instructions to the driver concerning the amount of fares to be collected.
- n. If the rider pays with a pre-purchased ticket, the driver is required to attach the ticket to the manifest.
- o. The CITY will only be charged for a mobility aided trip if the 4 point securement system is used. Since the CITY provides lift equipped vehicles just the need for a lift does not constitute a mobility aided trip.
- p. CITY may modify these requirements from time to time and add additional requirements so long as such modifications or additions do not substantially and materially alter CONTRACTOR responsibilities.

D. VEHICLES

1. Sufficient Fleet

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

- a. The CONTRACTOR will allow vehicle inspections by CITY personnel at a minimum of twice a year. The CITY will schedule inspections to minimize the impact on service delivery but reserves the right to conduct unannounced inspections.
- b. All vehicles used in the transportation of wheelchairs and other mobility devices will comply with all provisions of applicable federal, state, local, county and City requirements, including the ADA, 49 CFR, Section 37 and 38, and all applicable provisions of the City of Gainesville Vehicle for Hire ordinances, as any or all may be amended or superseded from time to time.
- c. All newly acquired accessible vehicles must have transit style doors for easy boarding and alighting. Portable stools will not be acceptable.
- d. The paratransit vans provided to the CONTRACTOR will not be used outside the ADA service area. All of these vehicles must be maintained in accordance with all requirements outlined herein.
- e. CONTRACTOR will not provide ADA service in vehicles that are past FDOT useful life standards of older than 5 years and have more than 150,000 miles. Waivers may be granted on a case to case basis if it can be shown that replacement vehicles have been ordered. The CITY provides vehicles to aid the CONTRACTOR in keeping service costs down but does not relieve the CONTRACTOR from maintaining the fleet age within FDOT and Federal Transit Administration (FTA) requirements.
- f. CONTRACTOR will be able to respond to requests by the CITY to provide larger vehicles to provide additional service if required. (Ex., Park and Ride services to the outlying cities).
- g. The CONTRACTOR is required to display the CONTRACTOR'S name, telephone number and a "Vehicle Identification Number" on the exterior of the vehicle, in two (2) inch black letters. The exact specifications for placement will be determined by the CTC.

- h. The CONTRACTOR is prohibited from displaying any advertising material on the exterior and interior of any vehicle performing work on this contract, unless expressly authorized in writing or provided by the CITY.
- i. Drivers are prohibited from distributing any materials to riders which have not been pre-approved, in writing, by the CITY.
- j. Each vehicle will have an interior sign stating that smoking on the vehicle is strictly prohibited and that eating and drinking are prohibited unless medically necessary.

2. RTS Leased Vehicles

- a. To assist in the provision of ADA services, the CITY will lease to the CONTRACTOR a minimum of ten (10) ADA compliant vehicles at the rate of One Dollar (\$1.00) annually. The CONTRACTOR may use these vehicles for coordinated paratransit service subject to the insurance requirements contained in this Agreement. The CONTRACTOR will use FDOT and FTA guidelines for paratransit vehicle maintenance. The CONTRACTOR agrees to maintain those vehicles using the standards outlined in FDOT guidelines. Appropriate maintenance and repair records will be made available to the CITY as requested.
- b. A weekly mileage report must be submitted to the CITY from the CONTRACTOR by 9:00 am the first business day of each week for each vehicle leased to the CONTRACTOR.

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

4. Vehicle Size and Capacity:

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

5. Vehicle Standards:

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

- a. All vehicles will be maintained in good overall operating condition. Vehicle exteriors will be washed and interiors will be swept and cleaned daily before the vehicle is put into service. Once a week all vehicles must undergo a deep cleaning and sanitizing by washing all windows, seats, floors, seatbelts, lifts, etc., with a germ killing cleanser. All

vehicles will have exteriors free of broken mirrors, broken or cracked windows, graffiti, grime, rust, chipped paint, dents, and body damage. Each time the vehicle is cleaned a record will be kept for a minimum of fourteen (14) days in the vehicle. This record must state what was washed, who washed it, and when it was washed.

- b. Each vehicle will be equipped with:
 - 1. A dry chemical, type A-B-C fire extinguisher with a minimum of a five pound capacity equipped with a pressure gauge, mounted and easily accessible to the driver.
 - 2. A first aid kit with a minimum of twenty-four (24) items as specified by the FDOT, Public Transit Office, Technical Specifications for Modified Vans (Document FVPP00-01-MV), mounted at a location easily accessible to the driver.
 - 3. Three safety triangles or three road flares secured in a convenient location which will not interfere with passengers.
 - 4. Blood borne pathogen spill kits (“Bio-Hazard Kit”).
 - 5. Emergency web-cutter.
 - 6. Seatbelts for all occupants of the vehicle including the driver.
 - 7. Any other equipment, agent, product or material required by federal, state or local law or which may be required by CITY from time to time.
- c. No vehicle will be operated without all required safety equipment being on board at all times.
- d. The wheelchair securement system must comply with the ADA SAEJ2249 and ISO 10542, as it may be amended from time to time. Wheelchair securement system belts must be retractable to prevent accidental tripping, and must swivel to accommodate wheelchairs of various widths. Wheelchair securement system securing retractors must be self-locking and self-tensioning to automatically take up slack, must not require the driver to manually adjust tension, must have a “J” shape end for ease of use. All four (4) wheelchair securement system securing retractors must be the same size and shape to be interchangeable to avoid placement confusion. The occupant restraint system must have an emergency locking retractor with retractable height adjuster. Wheelchair securement systems must be of an “L” track design. All wheelchair securement systems will accommodate forward facing mobility devices.
- e. All ambulatory seating will be forward facing.
- f. Lifts and entrance ways will be in compliance with ADA requirements.
- g. Minor body damage, which does not affect the safety or performance of the vehicle, must be repaired within thirty (30) calendar days of occurrence.
- h. All maintenance for CITY furnished equipment shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall make all CITY provided vehicles available to the RTS staff to ensure cleanliness standards are met and vehicle maintenance is accomplished and required inspections are completed.
- i. Each vehicle will have an interior rear-view mirror and side-view mirrors mounted on both sides of the vehicle and will have unobstructed vision on all sides. Each vehicle will have sufficient functioning lights within the interior compartment and will have a functioning horn and all standard equipment safety features (e.g., hazard flashers, etc.) will be maintained in operable condition. Flooring (aisles, steps, and floor areas) must be slip resistant to ensure rider safety.
- j. Each vehicle will have functioning mechanisms that ensure all doors are capable of being opened from the inside, and remain closed and secure while the vehicle is in motion.
- k. Each vehicle will be weather-tight and free of leaks. The engine compartment will also be free of leaks from oils and fluids.

- l. Passenger compartments will be free from torn or excessively worn floor coverings or upholstery. Seats will not be broken, damaged or have protruding sharp edges.
 - m. The CONTRACTOR will provide placards for each vehicle that state a toll-free number and address for complaint/commendation to be posted inside each vehicle.
 - n. Vehicle Air Conditioning System:
 1. The air conditioning system and its performance is of paramount importance to the CITY. Particular attention should be directed to the high summer temperatures, rainfall, and humidity factors found in Gainesville, Florida. The performance of the air conditioning systems offered shall meet the requirements outlined by the CITY below.
 2. The air conditioning system will be furnished with heating and ventilating systems, designed to operate in Gainesville, Florida, is manually controlled from the driver's area, and is capable of lowering the inside temperature.
 - o. Each vehicle will have a functioning speedometer, properly calibrated, indicating speed in miles per hour and an accurate functioning odometer indicating distance traveled in units of tenths of a mile.
 - p. The first step to board the vehicle will not be more than eleven (11) inches from the ground.
 - q. All vehicles will be painted white with CITY approved lettering.
 - r. The CITY reserves the right to remove any non-compliant vehicle from service at the cost of the CONTRACTOR. All vehicles must be re-inspected by the CITY before being put back into service.
6. Required Vehicle Maintenance Procedures:
- To ensure that vehicles are maintained in proper working order, the CONTRACTOR is required to utilize the following maintenance procedures:
- a. Pre-Trip Inspections:
 1. Pre-Trip inspections are required to be performed according to F.A.C. Rule 14-90.006. Records of such inspections will be retained by the CONTRACTOR for at least one (1) year from the date of inspection.
 2. The results of the pre-trip inspection are to be documented on a "Pre-Trip Inspection Form", which is to be maintained by the CONTRACTOR(S). Any vehicle which fails the pre-trip inspection is to be removed from service.
 3. The CONTRACTOR is required to conduct a pre-trip inspection for each vehicle prior to its use in service each day. This pre-trip inspection will include: a visual inspection of the vehicle's interior and exterior, and should include; cycling of the lift, and checking of all fluids, including fuel, oil, brake fluid, etc.
 - b. Preventive and Regular Maintenance:
 1. The CONTRACTOR is required to perform all preventive and regular maintenance in accordance with manufacturers' recommendations. The CONTRACTOR shall comply with all applicable federal, state, local and RTS requirements while performing scheduled and unscheduled maintenance to CITY owned vehicles.
 2. The CONTRACTOR is required to maintain written documentation of the date, mileage, VIN or plate numbers, and vehicle number, when the preventive maintenance was conducted, and any repairs that were made. Such documentation will be retained by the CONTRACTOR for the duration of the Contract. All maintenance must comply with Chapter 361, F.S. and Rule 14-90.004, F.A.C.
7. Vehicle Inspections:
- a. CONTRACTOR will comply with Chapter 341.061, F.S. in its entirety.

- b. Per Rule 14.90, F.A.C., the Annual Quality Assurance review (QAR) inspections will be conducted to ensure the preventative maintenance (PM) schedule is adhered to.
- c. RTS, FDOT, FTA, and any other governmental entity with regulatory control over the program services may conduct periodic inspections of vehicles in use for this program.
- d. Inspections will not interfere with service obligations but may be conducted with or without notification at the CONTRACTOR facilities.
- e. Spot checks may be carried out while vehicles are in service.
- f. Any vehicle that does not meet the required standards will be immediately removed from service, until such time as necessary corrective actions are taken. Such removals will not relieve the CONTRACTOR from any responsibilities of this contract. Any vehicle that fails to pass a mandated safety inspection, or upon inspection by a designated CITY employee, is determined not to meet all applicable regulations shall be removed from service immediately until the CONTRACTOR makes necessary repairs or modifications. The vehicle will be re-inspected prior to being put into or returned to service. This includes all required safety features, ADA compliance, maintenance records, vehicle signage, and accident damage and vehicle condition.
- g. Vehicles which do not meet the safety standards will be pulled from service.
- h. Dirty vehicles as determined by the RTS personnel performing the inspection. e.g. bug infestation, garbage.
- i. Each vehicle provided to CONTRACTOR from RTS must undergo a joint inspection between RTS and the CONTRACTOR before it is put into service and it will be re-inspected annually.

8. Vehicle Breakdowns

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

9. System Safety Program Plan (SSPP)

- a. Vehicles operated under this Agreement must meet requirements of Section 341.061, F.S., and F.A.C. Chapter 14-90. The CONTRACTOR will be subject to biannual compliance inspections by the RTS Maintenance Manager or designee.
- b. The CONTRACTOR shall establish a safety program, including a system for checking driver performance that identifies problem drivers and recognizes good drivers. The program shall include methods for promoting safe driving practices, such as safety incentives and awards, meetings and posters.
- c. The CONTRACTOR shall comply with all reporting requirements under the SSPP.
- d. Vehicles provided by RTS will be jointly inspected by both parties prior to turn-over. If defects are discovered, the vehicle will be repaired by RTS to both parties' satisfaction prior to acceptance of the vehicle by the CONTRACTOR.

E. PERSONNEL:

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

1. General Manager:

- a. The CONTRACTOR will designate a General Manager (GM) who is capable of acting for and on behalf of the CONTRACTOR in the day-to-day delivery of the service.
- b. The GM will be a full-time employee and will work at the CONTRACTOR'S facility from which this project/contract is performed. The GM shall regularly advise RTS of times when he or she will not be on site. The GM will be the principal point of contact with RTS and shall be responsible for overall operations management.
- c. The GM will have a minimum of five (5) years management experience in the area of specialized paratransit services for seniors and people with disabilities, and speak, write and understand English fluently.
- d. The CITY desires that the CONTRACTOR retain the services of an approved GM for the duration of the contract. If, for any reason, the GM is replaced, the new GM will meet the terms outlined herein, and the CONTRACTOR shall notify the CITY immediately of such replacement. The approved General Manager is expected to be on site except for vacation or other approved time off, conferences and/or appropriate training, seminars or workshops. When the GM is going to be absent for more than 72 hrs. the CITY will be notified and contact information for the interim manager will be provided.
- e. The General Manager (or his/her designee) shall:
 1. Be available via a local phone number (mobile or land line) during all hours of service.
 2. Make all decisions and take all actions necessary to meet the provisions of this contract.
 3. Be empowered and qualified to take any reasonably required action in the event of an emergency.
 4. Provide the CITY with a list of emergency phone numbers for all key administrative personnel.
 5. Designate an alternate GM or OM to be available during all hours of service if the GM is unavailable. The alternate will be empowered to act in the GM's stead concerning service issues.
- f. The GM must know and understand all federal, state and CITY requirements, including the ADA, 49 CFR, Sections 37 and 38, and all requirements under F.S. Section 341.061 and F.A.C. Chapter 14:90 as all may be amended or superseded from time to time.
- g. The GM shall meet at least monthly with RTS staff regarding all aspects of the CONTRACTOR'S responsibilities under this Agreement. The GM shall be available when requested by RTS for attendance at meetings with public advisory committees.
- h. The GM will be proficient in the use of Trapeze, Outlook, and MS Office and the equipment employed to provide the Paratransit service required by this contract.
- i. The GM will ensure all reporting requirements are understood and the reports are provided on time, in the required format, and as requested.

2. Drivers:

- a. Driver Qualifications: Prior to performing under this contract, the CONTRACTOR must ensure that all drivers utilized on this project/contract meet all of the following requirements:

CONTRACTOR is required to complete criminal background screening on all drivers providing paratransit service.

1. Each driver must undergo a commercial and personal driving record check with the Florida Department of Highway Safety and Motor Vehicles.
2. The driver must not have accumulated more than three (3) points within the previous twelve (12) months or during any twelve (12) month period in this contract.

3. The driver must not have had a driver's license suspended or revoked for moving violations within the last three (3) years.
 4. The driver must have possessed a valid Driver's License from any U.S. State for the last three (3) years.
 5. All drivers must be able to speak and understand English, and drivers must be proficient in written English to successfully complete all paperwork required for this contract, including, but not limited to, vehicle manifests, incident and accident reports.
 6. Drivers of vehicles must pass a pre-employment physical and drug/alcohol test in accordance with U.S. Department of Transportation requirements. Drivers and all other employees performing safety-sensitive function(s) will satisfy the requirements of the CONTRACTOR(s) Drug and Alcohol Testing Program, which will be administered in conformance with the requirements of 49 C.F.R., Parts 40 and 655, as they may be amended or superseded from time to time.
 7. Drivers must be physically able to perform all duties and tasks required or necessary to achieve full performance of the CONTRACTOR'S obligations relating to the transporting of passengers with disabilities, including, but not limited to:
 - i Assisting passengers in getting to, on, off and from the vehicles.
 - ii Securing mobility devices within the paratransit vehicle.
 - iii Assisting passengers with the carrying of small packages (as determined by the CONTRACTOR).
- b. Uniforms
1. Drivers shall wear an easily recognizable uniform, subject to approval by CITY personnel; the uniform will present a professional image. Uniform can be pants or shorts with a tucked in collared or polo type shirt.
 2. All drivers are required to wear the photo I.D. badge bearing the driver's picture, which will be in color and the driver will be in the CONTRACTOR'S uniform.
 3. The CITY will not supply the CONTRACTOR with driver uniforms.
3. Driver Responsibilities:
- a. The CONTRACTOR drivers will be trained in and accountable for the following duties and responsibilities.
 1. Know, understand, follow and implement policies and procedures that are provided to them.
 2. Know, understand, follow and implement disability recognition and sensitivity.
 3. Drivers shall identify themselves verbally to passengers with visual impairments.
 4. Know, understand, follow and implement Passenger Assistance Techniques (PAT) or equivalent training. To ensure sensitivity to and safe transport of persons with disabilities, training shall include, but not be limited to the following:
 - i Basic professional courtesy, customer service and the elimination of attitudinal barriers.
 - ii Passenger Assistance Techniques for passengers with: wheelchairs (including 4-point wheelchair tie down procedures), walkers, canes, crutches, speech impairments, vision impairments (including sighted guide techniques), hearing impairments, mental/cognitive impairments and Alzheimer's Disease, seizure disorders, and a basic explanation of dialysis treatment and its effect on the customer's stamina during transport.
 - iii Dealing with Service Animals and guide dogs.

- iv Definition of Personal Care Attendants vs. Companions and the impact on fare collection.
 - 5. Know and understand local geography; initial driver training must include locations of public and private agencies, points of interest, and other locations such as hospitals and medical centers to which paratransit clients are likely to travel.
 - 6. Know and understand relevant policies and procedures contained in the CONTRACTOR'S Operator's Manual.
 - b. Drivers must also be trained by the CONTRACTOR to be proficient in the following areas:
 - 1. The proper handling of assigned vehicles and defensive driving, using a program approved by the National Safety Council.
 - 2. The use of the CONTRACTOR'S two-way communication system, Mentor Mobile Data terminals (MDTs) and any other inter-connective device, mechanism or software used by the CONTRACTOR to perform the contract.
 - 3. Use of all special equipment associated with the job, such as wheelchair lifts, fire extinguisher and two-way radio communications.
 - 4. The use of child safety seats required under this contract.
 - 5. The use of safety equipment on board the vehicle.
 - 6. Any other aspects which contribute to the safety, comfort and efficiency of the ADA paratransit service.
 - 7. Hands on use of fire extinguishing equipment for which they will receive annual training and will participate in role playing scenarios to know what to do in the event of a fire, with and without passengers on board.
 - 8. Checklists to aid drivers will be devised to step drivers through required actions to accomplish in the event of an emergency.
 - c. While on duty, drivers of vehicles are required to wear a standardized uniform. All drivers must appear and smell clean and present a neat and professional image.
 - d. All drivers are required to wear the Photo I.D. Badge, which the CONTRACTOR provides, on the upper left side of their uniform hanging from their collar.
 - e. When a driver leaves the CONTRACTOR'S employment, the CONTRACTOR is required to collect the company uniform and retain the Photo I.D. badges in the driver's personnel file, for the duration of the contract.
 - f. Operating procedures, including passenger assistance policies, fare collection, definition of Personal Care Attendants vs. Companions and the impact on fare collection.
4. Driver Standards of Conduct:
- a. Drivers will be professional and courteous at all times. Drivers, who yell, swear or insult passengers shall be removed from the performance of services under this contract. In addition, drivers are strongly discouraged from participating in personal or in non-work-related activities with ADA paratransit riders.
 - b. Drivers are required to provide door-to-door service for all riders indicated on the manifest/schedule.
 - c. Drivers are prohibited from traveling beyond the lobby of any public building and from going into any private residence, in the performance of this contract.
 - d. Drivers are not permitted to lose sight of their vehicles.
 - e. When drivers meet riders, the drivers are required to identify themselves as drivers employed by CONTRACTOR'S company.

- f. Drivers are required to provide general assistance to passengers between the door/entrance of their origin address and the vehicle, and then from the vehicle to the door/entrance of the rider's destination. This assistance may include, but not be limited to: pushing the rider's wheelchair, lending the rider a supporting arm, guiding the rider by the hand or arm, assisting the rider on or off the vehicle, and/or carrying packages (as determined by the CONTRACTOR).
 - g. Drivers must assist riders, upon request, in getting to, on, off and from the vehicle.
 - h. Drivers are prohibited from lifting or carrying passengers and/or their children
 - i. Drivers may not assist passengers using wheelchairs up or down steps. CONTRACTOR drivers are not required to drive power chairs on to vehicles for passengers.
 - j. Drivers are prohibited from entering private residences and from lifting or carrying passengers and/or their children.
 - k. When the rider boards the vehicle, drivers are required to collect any applicable fare. If the rider does not have the appropriate fare, the driver is required to act in accordance with the CONTRACTOR'S policies and requirements regarding drivers' duties.
 - l. Drivers are prohibited from accepting gratuities or gifts of any kind, at any time, in connection with work on this contract.
 - m. Prior to beginning the trip, drivers are required to ensure that all passengers are wearing seat belts and shoulder harnesses and that all mobility devices are properly secured. If requested by the passenger, drivers will assist with securing seatbelts. Drivers are required to wear their seatbelts and follow all traffic laws; such as stopping at all railroad crossings, etc.
 - n. Drivers are required to request, but not permitted to insist, that riders who use three-wheel scooters and who are able, transfer to seats rather than ride on the scooter. If the rider does not transfer, the driver must make every effort to secure the scooter.
 - o. Before the rider disembarks from the vehicle, drivers are required to enter arrival data into MDT to ensure accurate reporting of arrival times.
 - p. Before a rider exits the vehicle, drivers are requested to assist the rider in locating and/or gathering and removing all personal belongings brought on board.
 - q. Drivers are prohibited from playing music or talking on cell phones on board the vehicle when a rider is aboard. Drivers are prohibited from smoking at all times while on board the vehicle and/or while assisting riders. In addition, drivers are prohibited from eating or drinking while a rider is on board the vehicle.
 - r. Drivers are required to notify their dispatcher of any incident involving the safety of a passenger, the misconduct of a passenger, the injury of a passenger, damage to a vehicle or any other unusual incident. Verbal notification via the two-way communication system is required by this Scope of Work and must take place immediately. A written report, whose format will be determined by the CONTRACTOR, will be completed by the driver and submitted to the CITY in accordance with all reporting requirements outlined herein.
 - s. Drivers are prohibited from taking riders to any other address than that specified on the manifest/schedule. If the rider insists on a different address, the driver must contact the dispatch office and obtain authorization from the project manager before deviating from the manifest.
 - t. Drivers are restricted from having social contact with any rider during all times they are engaged in the performance of services under this contract and strongly discouraged from having contact with riders at any other time.
5. Dispatchers:
- a. The CONTRACTOR will provide a sufficient number of Dispatchers to perform dispatch duties for the term of this contract to ensure the service is performed and the standards set forth in providing this service are met.

- b. All dispatchers must be computer literate. Dispatchers must be able to successfully complete all paperwork required for this contract.
 - c. Dispatchers and drivers will be responsible for real time Trip Check-in. Dispatchers will be able to give riders an accurate estimation of the passenger's pick up time upon request.
 - d. Dispatchers will monitor and ensure accurate recording in the Mobile data terminal by the drivers of the pick-up and drop-off of every client.
 - e. Dispatchers are required to maintain situational awareness and ensure the smooth flow of pickups and drop offs of each ADA client and to ensure an accurate time line is maintained in the computer database.
 - f. Dispatchers will be proficient in the use of Trapeze software which is utilized to communicate with the Mentor MDTs. The Trapeze software is provided by the CONTRACTOR and is required for this contract.
6. Reservationist/Customer Service:
- a. The CONTRACTOR will provide a sufficient number of Reservationists/Customer Service personnel to accept phone reservations, answer questions, take complaints and commendations and duties for the term of this contract to ensure the service is performed and the standards set forth in providing this service are met.
 - b. All reservationist and customer service personnel must be computer literate and able to successfully complete all paperwork required for this contract.
 - c. Reservationists will confirm the ambulatory status of riders when booking trips to ensure that an appropriate vehicle is dispatched. Reservationists should not rely on mobility aid information in master client file since riders may change mobility aid use or the passenger's functional ability may change.
 - d. Reservationists will be proficient in the use of Trapeze software to schedule trips for ADA clients.
 - e. The reservation line shall not exceed an on-hold time of more than 2.5 minutes for 90% of calls received. The Customer Service line shall not exceed an on-hold time of 3.5 minutes for 90% of the calls received.
7. Removal of Personnel:
- a. Employees who are not performing in a satisfactory manner shall be removed from the project (i.e., work required to be performed under this contract) by the CONTRACTOR or reassigned to other work of the CONTRACTOR not related to its performance of this contract. Such persons will not be reassigned without the prior written consent of the CITY. Examples of unsatisfactory behavior include, but are not limited to excessive and/or repeated lateness, extreme or recurring rudeness, use of profanity, engaging in inappropriate physical or verbal contact or communication with riders, soliciting or accepting gratuities or gifts from riders, providing special attention or favors to riders, or handling a vehicle in an unsafe manner.
8. Continuing Training Requirements:
- a. The CONTRACTOR is required to provide training to all employees and ensure proficiency in accomplishing assigned tasks as appropriate to their specific responsibilities.
 - b. Drivers, dispatchers and all other employees who communicate with ADA paratransit riders are subject to the training requirements named in this Scope of Work and any other requirements established by CITY and the CTC during the term of the contract.
 - c. All employees who have direct contact with ADA paratransit riders are required to undergo a refresher training each year and demonstrate to CITY'S satisfaction their ongoing mastery of ADA paratransit's training and other relevant contract requirements. The test covering the applicable material will be administered by the CONTRACTOR on an annual basis.

- d. Drivers will receive annual Fire Safety training and be proficient in the use of a fire extinguisher and receive hands on training at a minimum of annually.

9. Personnel Records:

- a. The CONTRACTOR must maintain during the term of the contract and for no less than five (5) years thereafter, a file for each driver in the program which includes the following:
 - i. A copy of the driver's license.
 - ii. A copy of the driver's Motor Vehicle Record (MVR) and Florida Department of Law Enforcement (FDLE) background reports run prior to the driver's hiring.
 - iii. Copies of all certificates for all training which the driver has successfully completed, including fire safety training, and annual fire extinguisher training.
 - iv. A copy of directly employed driver's I-9 form, indicating his/her right to work in the U.S.
 - v. A copy of a certificate signed by the CONTRACTOR and the driver, indicating that the driver has undergone a physical and all required drug and alcohol screening and has tested negative for all illegal substances.
 - vi. This file should also include all verifiable complaints and compliments and any written reprimands and/or commendations from the CONTRACTOR regarding the driver's performance on the CITY'S contract.
 - vii. These files must not only be maintained for current drivers but for former drivers as well.

10. Supervision:

The CONTRACTOR shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to insure performance of obligations and duties set forth herein. CITY personnel shall have the right to request removal or replacement of any personnel if said personnel are unqualified, not accommodating, and/or belligerent to clients or offer a nuisance or threat.

11. Applicable Laws:

The CONTRACTOR shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

12. Drug and Alcohol Testing:

- a. All drivers as well as other safety sensitive positions will be subject to Drug/Alcohol testing for pre-employment, random, post-accident and probable cause under the FTA regulations. The CONTRACTOR will provide RTS with documentation that the CONTRACTOR employees have been randomly selected for Drug/Alcohol testing through the CONTRACTOR testing program with testing accomplished randomly during the hours of provision of service. FTA regulations for random testing of safety sensitive positions will be utilized.
- b. The CONTRACTOR'S attention is directed to 49 CFR Part 653 (drug testing requirements) and 49 CFR Part 654 (alcohol testing requirements). The CONTRACTOR shall be responsible for complete compliance with the regulations including, but not limited to, adoption of required policies, testing, employee training, record keeping and reporting as more fully detailed in the above referenced regulations. The cost of compliance shall be the sole responsibility of The CONTRACTOR. The CITY and funding entities shall have the right to inspect The CONTRACTOR'S drug and alcohol testing program and all records maintained there under. In addition, The CONTRACTOR shall provide the CITY with quarterly reporting of all mandatory drug-reporting requirements.

F. ADA COMPLEMENTARY PARATRANSIT SERVICE (ADA CPS) REQUIREMENTS

The following list of requirements for ADA complementary paratransit service (CPS) was drawn from Federal ADA regulations, 49 Code of Federal Regulations (CFR): Parts 37 & 38: Subpart F-Paratransit as a Complement to Fixed Route

and Subpart G- Provision of Service. These Federal regulations are the governing requirements for this Agreement and are summarized below:

1. TRIP PURPOSES (49 CFR 37.131(d))

The CONTRACTOR must accept and handle all requests for trips, regardless of the trip purpose, on an equal basis.

- a. Prioritizing trips, i.e. meeting demands for certain types of trips before accommodating others is not allowed.
- b. This provision does not prohibit the CONTRACTOR from offering “subscription service” for repeat trips.

2. SUBSCRIPTION SERVICE (49 CFR 37.133)

The CONTRACTOR may provide subscription service for repeat trips so long as they do not absorb more than 50% of the number of trips available at any given time of day, unless there is a non-subscription capacity.

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

3. CAPACITY CONSTRAINTS (49 CFR 37.131(f))

The CONTRACTOR cannot limit the number of trips requested by a rider. Actions that would be considered service limits include:

- a. Placing a “cap” on the number of trips provided to an individual.
- b. Maintaining “wait lists” for trip requests that cannot be accommodated.
- c. Any operational pattern or practice that significantly limits availability of service (i.e. substantial numbers of significantly untimely pick-ups, trip denials, excessive trip lengths, or missed trips.)

4. NO-SHOW POLICY (49 CFR 37.125(h))

- a. CONTRACTOR vehicles will wait for passengers for at least a five minute period within the on-time pick-up window (defined as being sixty (60) minutes prior to the appointment time (within the CITY limits) and thirty (30) minutes after the requested pick-up time). Drivers also are required to make reasonable attempts to locate and alert riders who may not be able to identify a waiting vehicle. The CONTRACTOR will ensure that the special instructions for alerting riders are included on run manifests or electronic trip transmissions and are available to drivers and dispatchers. If the driver is not able to make in-person contact with the customer, they should notify dispatch, which will make a reasonable effort to locate and alert the customer by telephone. If contact is not made with the customer and at least five minutes has elapsed from the time of the driver’s arrival, the dispatcher should instruct the driver to leave a “no-show” door hanger, depart the pick-up location and record the customer as a “no-show” on the manifest. Riders who are located or contacted by driver’s dispatchers and who indicate they are not ready or will not be traveling as scheduled also shall be recorded as no-shows. Dispatchers must enter notes into the trip record related to each no-show approved. Riders who do not call and cancel at least two hours prior to the negotiated pick-up time also shall be recorded as “late cancels,” which will be considered a form of no-show. If the rider fails to board during this pick-up window, the driver will notify the dispatcher who is responsible for charging the rider with a “No-Show”, entering the “No-Show” into the computerized system (within 5 minutes of the occurrence) and then directing the driver to continue with the route.

- b. The ADA regulation allows paratransit service to be suspended, for a reasonable period of time, when a rider consistently misses scheduled trips. The CITY administrative process for suspending paratransit service is as follows:

- 1. A rider may be subject to suspension for a predetermined length of time based on review of scheduled trips that shows the rider no-showed more than 10% of their scheduled rides (10% being twice the system average). Riders will be assessed points for same day cancellations, being not ready to travel and/or canceling at the door. The point system is as follows:

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

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

G. OPERATIONS/MAINTENANCE FACILITY

The CONTRACTOR must have an ADA accessible operating facility within the Gainesville City limits off a fixed route bus route. The Facility must be able to handle the complete paratransit operation including the maintenance of vehicles. The facility will have the capability of servicing standard cutaway vehicles and as necessary larger vehicles to be able to accommodate potential service increases.

The CONTRACTOR must be able to perform the following responsibilities from its operating facility and/or through other facilities which must be identified in advance and/or accepted by the CITY.

1. Storage and maintenance of vehicles.
2. Storage of all contract documents, records, reports, invoices and other paperwork associated with the ADA paratransit/City of Gainesville project as outlined in this Scope of Work.
3. Office space for the Project Manager and other administrative/clerical staff.
4. Other support services necessary for the successful completion of work on this project.
5. The CONTRACTOR may perform specific duties, such as storage, maintenance and fueling of vehicles, and/or administrative support services through other facilities and/or through subcontracts. All such arrangements must be approved by the CITY. All records, documents, reports, etc. created or received by the CONTRACTOR during the performance of this contract shall be maintained at the CONTRACTOR’S, Gainesville facility during the term of the contract and within City of Gainesville for five years thereafter unless otherwise provided herein. All sub-contractors must comply with FTA drug and alcohol requirements.

H. COMPUTER HARDWARE AND SOFTWARE REQUIREMENTS

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

I. TWO-WAY COMMUNICATION SYSTEM

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

J. TRANSPORTING RIDERS

1. RESPONSE TIME (49 CFR 37.131 (b))

The CONTRACTOR must schedule and provide a trip to any ADA certified person when the request for service is made up to the day prior to the requested trip. ADA Complementary Paratransit Service (CPS) must have response and travel times comparable to the fixed route system.

- a. Response time is defined as the elapsed time between the request for service and the provision of service.
 - b. Scheduled Pick-up time is the time that the CONTRACTOR accepts a rider's trip request; the rider will be informed of the scheduled pick-up window.
 - c. If the vehicle arrives within the pick-up window, the ADA paratransit rider has five (5) minutes to board the vehicle (unless additional boarding time is indicated on the manifest or schedule).
 - d. If a driver departs a pick-up location without waiting the full five (5) minutes, fails to leave a "no show" tag or does not make a good faith effort to locate the customer, a driver must be sent back within twenty (20) minutes. If another driver cannot be sent back within twenty minutes, a stand-by driver must be dispatched at no expense to the CITY.
 - e. "Next Day" service must be provided. Same day service requests may be accommodated by the CONTRACTOR for ADA sponsored trips on a space available basis and when scheduling permits.
 - f. Reservation service must be available during all normal business hours and provisions must be made so that reservations can be made on Saturday for Sunday trips, and on Sunday for Monday trips. Reservation service can be provided by a receptionist or an answering machine so long as the needs of the rider are met.
 - g. Riders may be allowed to make reservations up to 14 days in advance.
 - h. The CONTRACTOR can negotiate pick up times up to one (1) hour from the time the rider desires. The rider must agree to any greater period.
- ### **2. DOOR-TO-DOOR SERVICE**
- a. The CONTRACTOR is required to provide door-to-door service, not door through door service.

- b. The CONTRACTOR is required to ensure that the driver goes to the door or main lobby of the rider's origin and informs the rider of his/her presence except in situations in which such assistance would not be safe for passengers remaining in the vehicle, in these cases the CONTRACTOR should have procedures established for this situation and at a minimum the driver should contact dispatch for further assistance. In addition, the driver is required to provide similar assistance between the vehicle and the front door or main lobby of the rider's destination.
 - c. The driver is not to go into the building to look for passengers and should not go any further into the build than the lobby.
 - d. At no time is the driver to honk their horn to alert passengers of their presence or to return to the vehicle without offering assistance the passenger.
 - e. Drivers will identify themselves to clients and ensure the clients identity before proceeding with the pick-up.
3. PERSONAL CARE ATTENDANT (PCA) AND TRAVELING COMPANIONS (49 CFR 37.123 (f) and 49 CFR 37.131(c))
- a. The CONTRACTOR is required to transport scheduled PCA's and Companions with eligible riders.
 - b. The Manifest/Schedule will specify the total amount of fare(s) to be collected from the rider(s) and/or the companion(s).
 - c. PCA's and/or the companion(s) are to be treated as a rider, and fall under the same rules and regulations as a rider.
 - d. PCA's are to be transported without charge. Companions can be charged the rate agreed upon in the final contract.
4. SERVICE ANIMALS (49 CFR 37.3 and 49 CFR 37.167 (d))
- a. The CONTRACTOR is required to transport service animals, in accordance with State and Federal Laws.
 - b. Service animals are to be properly leashed and/or harnessed and under the control of their handlers at all times.
 - c. A service animal is any dog, individually trained to work or perform tasks for an individual with a disability.
 - d. Animals other than dogs are not considered service animals per the FTA; they are considered pets and will be transported as such.
 - e. No proof is required of the service animals training.
 - f. If the handler says the dog is a service animal, they must be allowed on board.
 - g. The dog can be prohibited from boarding if that particular dog poses a threat to the driver, other passengers or other service dogs.
5. CHILDREN
- a. The CONTRACTOR is required to transport children in the following manner:
 - i. Children who are between the ages of birth and four (4) years old inclusive, and/or children who weigh less than forty (40) pounds must travel with a responsible guardian and must ride in a child restraint device which complies with Section 316.613 F.S.
 - ii. Children under eight (8) years of age inclusive must travel with a responsible guardian. This requirement may be modified by CITY as it deems appropriate.
 - b. When specified on the Manifest or Schedule, it is the client's responsibility to provide a child restraint device, which meets the requirements of Section 316.613, F.S.

6. VISITORS (49 CFR 37.127)

By the ADA regulation, a visitor is defined as an individual with a disability who does not reside in the jurisdiction served by the entity providing complementary paratransit service.

- a. The CONTRACTOR will treat all visitors who provide documentation that they are ADA paratransit eligible in the jurisdiction where they reside as eligible for service in the RTS service area as well.
- b. Visitors who cannot provide ADA documentation must show documentation of their place of residence and disability. They will be provided service for no more than 21 days from their first trip until such time that they can become eligible for the RTS service area.

7. OTHER PASSENGERS

- a. The CONTRACTOR is prohibited from transporting anyone not specifically authorized by the CITY, in the performance of this contract. All non-contractor personnel on the vehicle must be reported as riders, companions or Personal Care Attendants (PCA's).

8. PETS

- a. Pets are not to be confused with Service Animals (See section 6 above)
- b. The CONTRACTOR is required to transport the pets of riders as long as such pets are completely enclosed in commercial pet carriers which fit on the rider's laps or beneath their seats.
- c. A rider must inform the CONTRACTOR that he/she wishes to travel with a pet at the time his/her trip is requested. Riders scheduled to travel with pets will be identified on the Manifest or Schedule. The CONTRACTOR may refuse to transport a rider who is traveling with a pet which disrupts service for that rider or any other rider. Riders are responsible for their pets and will clean up any bodily fluids or mess created or caused by their pet.

9. PACKAGES

- a. The CONTRACTOR(s) is required to transport packages belonging to riders as long as the rider is on board with his/her package and as long as the package fits on the rider's lap or beneath his/her seat. Riders are also permitted to utilize hand pulled shopping cart/baskets. These carts/baskets will be secured by the driver to ensure they do not roll or tip over while the vehicle is in motion.
- b. Package limitation: Drivers will be required to carry packages for the ADA passengers as determined by the CONTRACTOR.
- c. The CONTRACTOR(s) is prohibited from transporting illegal controlled substances (excluding prescription medication), hazardous materials, firearms or explosive devices.

K. VEHICLE MANIFESTS/SCHEDULES

1. The CONTRACTOR will provide time indexed vehicle routing for each route in the form of a vehicle manifest or schedule.
2. The CONTRACTOR is required to deliver the vehicle manifest/schedule to the driver or sub-contractor.
3. All drivers are required to write the CITY specified information on the vehicle manifest/schedules as they proceed with their routes.
4. Information on the vehicle manifests/schedules will include, but not be limited to: the actual time and odometer reading for each pick-up and drop-off, and fare collection information.
5. The CONTRACTOR is required to ensure that all vehicle manifests/schedules are completed correctly and legibly by the driver and that these manifests are made available to the CITY as needed to complete reporting requirements.

6. If the vehicle manifests/schedules are incomplete, inaccurate, and illegible or cannot be verified; the CONTRACTOR will ensure they are corrected as necessary to provide complete information on trips provided.
7. The driver is required to follow the manifest/schedule as provided to them.
8. To perform required dispatch functions, the CONTRACTOR shall utilize Trapeze paratransit scheduling software. This includes the tracking of vehicle arrivals at all stops, including gate times, vehicle and driver assignments and trip transfers in a “live” environment. All information must be entered into the system within 15 minutes of the event. Dispatch training and training on Trapeze will be the responsibility of the CONTRACTOR.

L. ACCIDENTS AND INCIDENTS

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

M. COMPLAINTS AND COMMENDATIONS

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

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

N. LIQUIDATED DAMAGES

Failure to meet stated service quality and other standards set forth in this agreement and may result in assessment of liquidated damages against the CONTRACTOR. The sum which a party to a contract agrees to pay if he breaks some promise and, which having been arrived at by good faith effort to estimate actual damage that will probably ensue from breach, is recoverable as agreed damages if breach occurs. These damages for breach may be liquidated in the contract at an amount which is reasonable in light of the anticipated or actual harm by such breach, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy.

If liquidated damages are assessed, the CONTRACTOR will be notified in writing. Liquidated damages, if and when authorized assessed under this contract, shall be an offset to the net amount owed to Contractor under the Contract. The CITY shall provide thirty days' notice to CONTRACTOR that the offset will occur. The notice will provide the amount of the offset, the Section of this contract under which the liquidated damages were incurred, the dates the breach(es) occurred and any other information the CITY determines pertinent. The CONTRACTOR may submit in writing mitigating information to the CITY on or before the fifth calendar day after receipt of the thirty day notice as to why liquidated damages should not be assessed with regard to any or all of the incidents listed in the notice. The liquidated damages will then be paid at the end of the month. The CITY reserves the right to deduct from monies due or to become due any unpaid assessed liquidated damages. The CONTRACTOR will not be charged with liquidated damages when the delay or lack of performance is beyond the control and without the fault or negligence of the CONTRACTOR. If the CONTRACTOR is not satisfied with the said determination, then on or before the fifth calendar day after the determination is made, CONTRACTOR may appeal to the Transit Director who shall consider the written materials and in his discretion may meet with the CONTRACTOR. The decision of the Transit Director shall be the final decision of the City.

The CITY and the CONTRACTOR agree that the following Liquidated Damages are reasonable and that the payment by CONTRACTOR of Liquidated Damages is in lieu of actual damages for such failure to perform as stated below and not as a penalty. In consideration thereof, CONTRACTOR waives any defense as to the validity of any Liquidated Damages agreed to herein as they may appear on the grounds that such Liquidated Damages are void as penalties or are not reasonably related to actual damages. Further, CONTRACTOR agrees that the CITY may withhold accrued Liquidated Damages from payment. The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if any of the situations listed below were to occur and the CONTRACTOR agrees the said situations may result in an assignment of liquidated damages:

1. Overdue – The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if a vehicle is more than fifteen (15) minutes late for a scheduled pick-up, the situation may result in the assessment of Class III liquidated damages. A liquidated damage may not apply when weather, vehicle

accident, or passenger problem or other “Act of God” has caused a delay. The CITY shall be notified of any circumstance resulting in a late trip. An allowable lateness is subject to verification and acceptance by the CITY.

2. Missed Trip – The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if a vehicle is over sixty (60) minutes late for a scheduled pick-up it will be considered a Missed Trip and the trip will be reassigned to a different vehicle, if accomplished at all. This situation may result in the assessment of Class III liquidated damages.
3. Early – The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if a passenger is dropped off more than 30 minutes prior to their scheduled appointment time or if a passenger is picked up earlier than the allowed window, 1 hour in City limits, 1 ½ hours in Alachua County, the situation may result in the assessment of Class III liquidated damages per incident. A liquidated damage may not apply when weather, vehicle accident, or passenger problem or other “Act of God” has caused the early drop off/pick up. The CITY shall be notified of any circumstance resulting in an early pick-up/ drop-off. An allowable incident resulting in an early arrival or pick-up is subject to verification and acceptance by the CITY.
4. Failure to respond to a Complaint - The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine by the failure of the CONTRACTOR to adequately respond to a complaint within the required period specified in the CITY’s Quality Assurance Program, which may result in the assessment of Class III liquidated damages per incident, per day beginning on the first day following the due date.
5. Accident or Incident Reporting - The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine by the failure to report an accident or incident, within the required time period set forth in the City’s Quality Assurance Plan, which may result in the assessment of Class III liquidated damages per accident or incident, per day.
6. Dirty Vehicles - The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine by any vehicle in service that is determined by the CITY to be below the cleanliness standards to be developed by the CITY, which may result in the assessment of Class III liquidated damages for each vehicle for each day the situation exists.
7. Improper Vehicle Maintenance - The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if it has been determined that vehicles operating paratransit service have not been maintained in accordance with established requirements, including accident damage and AC failure, the situation may result in the of assessment of Class III liquidated damages per vehicle, per day until the vehicle has been taken out of service for repair. The vehicle shall be taken out of service until the deficiencies have been corrected and the CITY has certified that the vehicle is ready for service. Failure to document maintenance is considered equivalent to not doing it at all.
8. No-Show Notification - The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine for the failure to follow the no-show procedures as described in this Agreement, or to inform the CITY staff of a no-show situation, i.e., a passenger failing to appear for a scheduled trip, within 25 minutes of the scheduled pick-up time may result in the assessment of Class III liquidated damages for each failure.
9. Time in Vehicle – The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if a passenger is found to be in a vehicle for more than the allowed time limits, 1 hour in City limits, 1 ½ hours in Alachua County, the situation may result in the assessment of Class III liquidated damages per incident. A liquidated damage may not apply when weather, vehicle accident, or passenger problem or other “Act of God” has caused the extended time in vehicle. The CITY shall be notified of any circumstance resulting in a passenger trip taking longer than the times allowed by ADA regulation. An allowable incident resulting in an extended trip is subject to verification and acceptance by the CITY.
10. Communication - The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if passengers cannot contact the CONTRACTOR in a timely manner and experience excessive hold times and/or if the CONTRACTOR cannot provide phone hold data for the monthly QAP report the situation may result in the assessment of Class III liquidated damages per incident. A liquidated damage may not apply when the phone or electrical systems are down due to an “Act of God” that has caused city wide outages. An allowable incident resulting in the inability to contact the CONTRACTOR is subject to verification and acceptance by the CITY.

11. Late or Incomplete Reports: The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if the CONTRACTOR fails to submit a required report, response or document to the CITY in a timely manner, which may include, but not be limited to, monthly reports, operating summaries, rosters, lists, services data summaries, compliant responses, accident reports, failure to maintain data base in real time and National Transit Database reports, shall result in the assessment of Class III liquidated damages against the CONTRACTOR for every day the report/response document is overdue. Reports/responses documents deemed by the CITY to be incomplete and/or inaccurate shall be considered overdue.
12. Driver Qualification - The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine If an inspection of driver training records indicates that a driver in service has not satisfactorily met all required driver training and qualifications, the situation may result in the assessment of Class II liquidated damages per driver, per day the driver was in service. The driver shall be immediately removed from the CITY service and shall not be permitted to drive again until the CITY has certified that the driver meets all requirements.
13. Interruption of Service – The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if the CONTRACTOR, through poor management, employee negligence, poor planning, improper use/maintenance or equipment, insufficient backup vehicles, lack of qualified drivers, or any other reason within the CONTRACTOR’S control, as determined by the CITY, delays or causes an interruption in the quality, volume or timeliness of service, the situation may result in the assessment of Class II liquidated damages per incident.
14. Unsafe Operation - The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if the CONTRACTOR permits any unsafe action by drivers or support staff which creates a safety hazard, the situation may result in the assessment of Class II liquidated damages per incident. Unsafe actions include use of prohibited items such as cell phone use or other acts prohibited by this Agreement.
15. On-Time Performance – The CONTRACTOR shall maintain an acceptable on-time performance rated of at least 90% and shall not establish a pattern of untimely pick-ups. The on-time performance goal is based on the number of completed trips picked up within the negotiated pickup window. On-time performance will be determined based upon a review of all ADA service for the calendar month. The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if the on-time performance levels falls below 90% for more than two consecutive months. The assessment of Class I liquidated damages for each month will be assessed against the CONTRACTOR for each consecutive month in which the On-time performance is below 90%. At any time the On-time performance remains under 85% for more than one month the CONTRACTOR shall be considered a breach of the contract and the assessment of Class I liquidated damages for each month the CONTRACTOR in not in compliance with the standard.
16. Mishandling of Passengers: The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if a patron classified as ”do not leave alone” is mistakenly left alone and becomes lost or missing. Therefore, if the Contractor mistakenly leaves a patron classified as “do not leave alone”, and that patron becomes lost or missing, then the Contractor does hereby agree, to the assessment of Class I liquidated damages per incident.
17. Substandard Performance: Notwithstanding the assessment and payment, by the CONTRACTOR, of liquidated damages, the CITY reserves the right to default the CONTRACTOR for cause if the CONTRACTOR demonstrates a pattern of substandard performance. The Contractor agrees that the CITY will be substantially damaged in amounts that will be difficult or impossible to determine if a pattern of substandard performance to include but are not limited to: two (2) or more consecutive months of assessments of liquidated damages for the same issue in one (1) calendar year; the Contractor does hereby agree to the assessment of Class I liquidated damages.

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

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

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

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

O. OTHER RESPONSIBILITIES

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

2. **DISASTERS, PUBLIC EVACUATION:**

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

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

1. The CITY has an established process for determining ADA paratransit eligibility and through the Center for Independent Living will provide a list of ADA eligible riders to the CONTRACTOR.
2. The CITY provides one round trip to the certification and recertification appointment at The Center for Independent Living at no charge to the individual. The CITY will not pay for ADA certification rides outside of the ADA service area and/or Gainesville CITY limits.

Q. PERFORMANCE STANDARDS:

1. **DATA AND REPORTS**

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

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

- d. The CONTRACTOR must keep copies of all accident/incident reports as well as any correspondence or documentation which results from them.
- e. The CONTRACTOR must keep all insurance certificates on file at all times.

2. REPORTS

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

- a. Quality Assurance Program (QAP) - The RTS ADA Quality Assurance Program evaluates quality of service provided to passengers with disabilities using fixed-route buses and passengers using ADA complementary paratransit service. It is an on-going program with monthly reports to the FTA, Regional Transit System Citizens Advisory Board and other interested boards and committees. The following areas will be reported on to RTS to ensure compliance.
 - b. The Annual Operating Report is due monthly; it provides data for the completion of the Quality Assurance Program (QAP). Areas to be included are listed below:
 - i. On-time performance – On-time performance is based on destination drop off and travel times. RTS allows for zero tolerance of late destination drop off. The industry standard is a minimum of 90% on time performance rate for pick-up and drop-off for the same trip.
 - ii. Passenger trips per hour – A minimum of 2 one-way trips per vehicle hour is the goal for paratransit service.
 - iii. Complaints – There should not be more than 3 complaints per 1,000 one-way passenger trips.
 - iv. Complaint resolution – RTS will contact the passenger voicing the complaint within 10 days of receiving the complaint to discuss complaint resolution. The CONTRACTOR will provide RTS complaint responses within a timely manner to adhere to the one-week timeline.
 - v. Safety – There should be no more than 1.4 avoidable accidents per 100,000 vehicle miles.
 - vi. Phone reservations – Hold time shall not exceed an on-hold time of more than 2.5 minutes for 90% of calls received. The customer service line shall not exceed an on-hold time of 3.5 minutes for 90% of the calls received. MV will provide the monthly hold times by 30 second increments up to 150 seconds for the reservation lines and 210 seconds for the customer service line.
 - vii. Travel times – Passengers ride time shall not exceed one hour.
 - viii. Trip denials – Zero tolerance of trip denial.
 - ix. Missed trips – Zero tolerance of missed trips.
 - c. Monthly totals of the criteria provided by the CONTRACTOR will be compared to goals set forth in the Quality Assurance Program. Adherence to these performance standards is required and failure to meet them could result in liquidated damages.
 - d. ADA Database in GIS format to allow the CITY to look at passenger trips based on ADA trips their origin and destinations.
 - i. This assistance may include, but not be limited to: providing records, receipts, reports, etc., answering questions from the CITY Staff, completing report forms, etc.

3. NATIONAL TRANSIT DATABASE (NTD) REPORTING REQUIREMENTS

- a. National Transit Database (NTD) report, which is submitted monthly and annually to the FTA. In order to maintain adequate Federal funding, the CITY requires the CONTRACTOR to enter required data directly into the NTD

database on a monthly basis. The CONTRACTOR will be issued a login USERID and Password and be responsible for the input of the information correctly and on time as required. The following items need to be inputted to the system:

1. Vehicles operated in maximum service.
 2. Vehicles available for maximum service.
 3. Periods of Service (time service begins and ends).
 4. Service Supplied (to include number of vehicles in operation, total actual vehicle miles, total vehicle hours, total actual vehicle revenue miles and total actual vehicle revenue hours).
 5. Unlinked passenger trips.
 6. Passenger miles.
 7. ADA Unlinked passenger trips.
 8. Days of Operation.
 9. Days not operated due to strikes or officially declared emergencies.
 10. Fuel Consumption.
 11. Service interruptions or major breakdowns.
- b. To successfully carry out the Complementary Paratransit Quality Assurance Program, the CONTRACTOR will provide the following information to the CITY on a monthly basis:
1. Driver manifests indicating scheduled pick up time versus actual pick up time and scheduled destination drop off time versus actual destination drop off time.
 2. A record of ADA complaints received from passengers.
 3. Accident data.
 4. Total Vehicle mileage.
 5. ADA Vehicle mileage.
 6. Passenger counts.
 7. Trip cost data.
 8. Telephone statistics for Reservations and Customer Service: Reports will be provided in the proscribed format.
 9. Passengers per hour totals.
 10. Total System No show numbers.
 11. ADA No show Numbers.
 12. Total System Cancellations.
 13. Total ADA Cancellations.
 14. Trip denials.

R. OPERATIONAL PROCEDURES

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

a. ON-TIME PERFORMANCE:

1. On-time performance is based on destination drop off and travel times. RTS allows for zero tolerance of late destination drop off. The industry standard is a minimum of 90% on time performance rate for pick-up and drop-off for the same trip.
2. The CONTRACTOR will be considered to be on-time when its vehicle arrives to transport a rider within the scheduled pick-up window as shown on the vehicle manifest/schedule and the passenger arrives at the agreed on appointment time no earlier than 30 minutes prior to the scheduled appointment time.
3. On-time performance will be measured from data received on completed driver manifests/schedules, and may be supplemented with data from any form of monitoring, "Where Is My Ride" calls, and from customer satisfaction surveys.
4. The CONTRACTOR will be charged with a valid early vehicle complaint when its vehicle arrives to transport a rider more than fifteen (15) minutes before the scheduled pick-up window as shown on the vehicle manifest/schedule.
5. In these instances, the CONTRACTOR is required to wait until five minutes before the scheduled pick-up time as shown on the vehicle manifest/schedule before going to the rider's door; however, the rider is free to travel early if he/she is aware of the CONTRACTOR presence and chooses to travel early. No pressure or implied pressure of the van leaving will be given to the rider if the driver has arrived before the pick-up window opens and the rider is not ready to go.
6. The CONTRACTOR will be charged with a valid early drop off if the client arrives more than thirty (30) minutes prior to their requested appointment time.
7. The CONTRACTOR will be charged with a valid late vehicle complaint when its vehicle arrives to transport a rider more than fifteen (15) minutes after the scheduled pick-up window as shown on the vehicle manifest/schedule.
8. The CONTRACTOR will be charged with a missed trip when its vehicle arrives to transport a rider more than sixty (60) minutes after the close of the pick-up window.

b. Service Complaints:

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

c. Service Safety:

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

consecutive months, the CONTRACTOR may be subject to liquidated damages in accordance with the agreed contract.

d. Delivery of Completed Vehicle Manifests/Schedules:

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

e. Missed Trips:

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

f. Valid Complaints:

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

S. ACCOUNTABILITY AND AUDIT REQUIREMENTS

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

T. PAYMENTS

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

1. Method of payment

- a. Properly completed manifests are essential for the processing of payments to the CONTRACTOR.
- b. The CONTRACTOR shall require drivers to enter all trip data on each manifest as trips are performed. The manifest shall indicate each trip supplied by the CONTRACTOR.

- c. The CONTRACTOR shall invoice the CITY on a monthly basis for trips actually operated. The invoice shall be submitted by the 10th day of each month for the month preceding. The invoice shall indicate a deduction for fares collected.
- d. Each invoice will be reconciled by the CITY to ensure bill trips are within the CITY limits or within the ¾ mile buffer from the fixed route.
- e. Any discrepancies between the CONTRACTOR invoice and the CITY records must be corrected to reflect actual rider activity.
- f. The CONTRACTOR shall not be reimbursed for fares it was required to collect but failed to collect.
- g. The CITY shall pay the CONTRACTOR within 30 days of receipt of a correct invoice from the CONTRACTOR.
- h. If the CITY disputes any portion of CONTRACTORS invoice, the CITY shall notify CONTRACTOR in writing within fourteen (14) days of receipt of the CONTRACTOR invoice.
- i. The CITY cannot pay partial invoices, so any disputed invoice has to be rectified prior to payment. Any invoices not in dispute will be paid within thirty (30) days of receipt of the CONTRACTOR'S invoice.
- j. Late invoices, and/or manifests may delay payment or result in the assessment of liquidated damages. Incomplete invoices or manifests shall cause payment to be delayed or withheld until there is substantial compliance with the requirements of this section. The CITY shall not pay for cancelled or no-show trips.
- k. The CITY will only be charged for a mobility aided trip if the 4 point securement system is used. Since the CITY provides lift equipped vehicles just the need for a lift does not constitute a mobility aided trip.
- l. The CITY will deduct payments for the Capital Replacement fund, any purchased Bus Passes, and the cost of yearly vehicle lease from the CONTACTORS monthly bill.

U. INSURANCE

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

V. RECORDS

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

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

W. CAPITAL REPLACEMENT FUND

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

X. PERFORMANCE GUARANTEES

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

Y. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

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

The following requirements are applicable for this solicitation:

1. No Government Obligation to Third Parties

- (a) The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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.

3. Access to Records and Reports

The following access to records requirements apply to this Contract:

- (a) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (b) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs

described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

- (c) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (d) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (e) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (f) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- (g) FTA does not require the inclusion of these requirements in subcontracts.

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.

5. Civil Rights

The following requirements apply to the underlying contract:

- (a) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
 - (1) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 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.

(3) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Disadvantaged Business Enterprise (DBE)

(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 agency’s overall goal for DBE participation for the period October 1, 2013 through September 30, 2016 is **1.5%**.

(b) The contractor 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 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 City of Gainesville, Florida deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

(c) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) 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.

(e) The contractor must promptly notify City of Gainesville, Florida, 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. The 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 City of Gainesville, Florida.

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.

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).

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.

10. Incorporation of Federal Transit Administration (FTA) Terms

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

The Following Conditional Requirements Apply Based Upon Value and/or Service:

- 11. Termination - *If this solicitation or contract is valued at \$10,000 or greater (with the exception of contracts with nonprofit organizations and institutions of higher education, for which the applicable threshold is \$100,000):*

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

Non-Construction:

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

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

Construction:

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

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

- (b) Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Gainesville, Florida 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 only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Gainesville, Florida that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Gainesville, Florida, 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.

Non-Construction:

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

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

Construction:

Termination. If the Contractor shall be adjudged as bankrupt, or if Contractor should make a general assignment for the benefit of creditor(s), or if a receiver shall be appointed for the Contractor, or the Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or refuse or fail to make payment to persons supplying labor or materials for the work under the Contract, or persistently disregard instructions of the City, or fail to observe or perform or be guilty of a substantial violation of any provision of the Contract documents, then the City, after serving at least ten (10) days' prior written notice to the Contractor of its intent to terminate and such default shall continue unremedied for a period of ten (10) days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the work; and the City may take possession of and utilize in completing the work such materials, appliances, equipment as may be on the site of the work and necessary therefore. The Contractor shall be liable to the City for any damages resulting from such default.

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

- (c) Opportunity to Cure (General Provision)** The City of Gainesville, Florida in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City of Gainesville's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from City of Gainesville, Florida setting forth the nature of said breach or default, City of Gainesville, Florida shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Gainesville, Florida 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 City of Gainesville, Florida elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Gainesville, Florida shall not limit City of Gainesville's 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 of Gainesville, Florida, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City of Gainesville, Florida 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 the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Gainesville, Florida may terminate this contract for default. The City of Gainesville, Florida 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 Recipient.

- (g) **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Gainesville, Florida may terminate this contract for default. The City of Gainesville, Florida shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

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

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Gainesville, Florida.

14. Government Debarment and Suspension (Nonprocurement) – *If this solicitation or contract is valued at \$25,000 or more:*

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 City of Gainesville, Florida. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City of Gainesville, Florida, 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.

14. Breaches and Dispute Resolution – *If this solicitation or contract exceeds \$100,000:*

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.

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

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.] – 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. 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.

16. Clean Air – *If this solicitation or contract exceeds \$100,000, including for indefinite quantities where the amount is expected to exceed \$100,000 in any year:*

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17. Clean Water – *If this solicitation or contract is for \$100,000 or more:*

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

18. Contract Work Hours and Safety Standards Act - *If this solicitation or contract, whether for construction or nonconstruction activities, exceeds \$100,000:*
- (a) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (b) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 the clause set forth in paragraph (1) of this section, 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 the clause set forth in paragraph (1) of this section.
 - (c) **Withholding for unpaid wages and liquidated damages** - The City of Gainesville 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 the clause set forth in paragraph (2) of this section.
 - (d) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of 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 paragraphs (a) through (d) of this section.
19. Transit Employee Protective Agreements - *If this solicitation or contract involves transit operations performed by employees of a contractor recognized by FTA to be a transit operator:*
- (a) The Contractor agrees to comply with applicable transit employee protective requirements as follows:
 - (1) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
 - (2) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

- (3) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(b) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

20. Charter Bus – *If this solicitation or contract is for an operational service contract:*

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

21. School Bus - *If this solicitation or contract is for an operational service contract:*

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

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

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Florida, or the City of Gainesville, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before October 31st and to submit the Management Information System (MIS) reports before January 31st to Director of Risk Management, Station 60, 200 East University Avenue, Gainesville, FL 32601. 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.

22. Notification of Federal Participation - *If this solicitation or contract is valued at \$500,000 or more:*

Contractor agrees to provide notification to City of Gainesville specifying the amount of Federal assistance intended to be used to finance the acquisition of goods or services (including construction services) having an aggregate value of \$500,000 or more, and to express the amount of that Federal assistance as a percentage of the total cost of the Contract.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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.)

Approved by OMB
 0348-0046

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : <p align="center">Congressional District, <i>if known</i>:4c</p>	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: <p align="center">Congressional District, <i>if known</i>:</p>	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known :	9. Award Amount, if known : \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11 Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

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

CERTIFICATION REGARDING DEBARMENT

The prospective contractor certifies, by submission of this bid or proposal, that neither it nor 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 of Gainesville. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Gainesville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 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.

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?		
2. Has any officer, director, or principal of the firm been convicted of a felony relating to your business industry?		
3. Has the firm defaulted on any project in the past three (3) years?		
4. Has the firm had any type of business, contracting or trade license revoked or suspended for cause by any government agency or authority in the past three (3) years?		
5. Has the firm been found in violation of any other law relating to its business, including, but not limited to antitrust laws, licensing laws, tax laws, wage or hour laws, environmental or safety laws, by a final unappealed decision of a court or government agency in the past three (3) years, where the result of such adjudicated violation was a payment of a fine, damages or penalty in excess of \$1,000?		
6. Has the firm been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three (3) years?		
7. Has the firm successfully provided similar products or performed similar services in the past three (3) years with a satisfactory record of timely deliveries or on-time performance?		
8. Does the firm currently possess all applicable business, contractor and/or trade licenses or other appropriate licenses or certifications required by applicable state or local laws to engage in the sale of products or services?		
9. Does the firm have all the necessary experience, technical qualifications and resources, including but not limited to equipment, facilities, personnel and financial resources, to successfully provide the referenced product(s) or perform the referenced service(s), or will obtain same through the use of qualified, responsible subcontractors?		
10. Does the firm meet all insurance requirements per applicable law or bid specifications including general liability insurance, workers' compensation insurance, and automobile liability insurance?		
11. Firm acknowledges that it must provide appropriate documentation to support this Contractor Responsibility Certification if so requested by the City of Gainesville. The firm also understands that the City of Gainesville may request additional information or documents to evaluate the responsibility of firm. Firm agrees to provide such additional information or supporting documentation for this Certification.		

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

Bidder Name: _____

Name/Title of person completing this form: _____

Signature: _____

Date: _____

**SUBCONTRACTOR/SUBCONSULTANT LIST
and
BIDDER STATUS**

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

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

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

Name of Bidder/Proposer: _____

Name/Title of person completing this form: _____

Is Bidder/Proposer a DBE? ___ Yes ___ No

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

Signature: _____

Date: _____

SECTION VII – PRICE PROPOSAL

- 1.1 The following pricing is submitted as the all-inclusive pricing to provide paratransit services in accordance with the requirements of the Scope of Work/Services as set forth in this RFP document. Enter below for each service the total amount (price) to be paid by the CITY. The Estimated Quantity listed in each of the following Schedules are for evaluation purposes only.
- 1.2 Proposal pricing shall be an all-inclusive per trip unit price for all services performed under this contract. Said pricing shall be firm for the first two (2) years of the five year contract. This contract is subject to a percentage increase to the 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 – CUUR000SA0”, “Not Seasonally Adjusted” , “U.S. city average” as measured for the previous 12 month period ending in May of each year. Beginning with year three (3) of the contract, the City will consult the aforesaid index for the month of May and send written notice of the percentage increase by August 15th, unless the data is not yet available. Should the index indicate a percentage decrease the monthly fee will remain unchanged for that corresponding year of the contract.
- 1.3 If circumstances regarding your overhead costs to provide the contracted service changes, then contractor may submit a request, with proper documentation, for renegotiation of the per trip rates. The City will allow one such renegotiation opportunity only during the first two years of the contract.

City of Gainesville Service Area

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

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
GENERAL GOVERNMENT
PURCHASING DIVISION SURVEY
BID INFORMATION**

BID #: **RTSX-140047-DS**

DUE DATE: **June 25, 2014
@ 3:00 pm**

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

IF YOU DO NOT BID

Please check the appropriate or explain:

- _____ 1. Not enough bid response time.
- _____ 2. Specifications not clear.
- _____ 3. Do not submit bids to Municipalities.
- _____ 4. Current work load does not permit time to bid.
- _____ 5. Delay in payment from Governmental agencies.
- _____ 6. Do not handle this item.
- _____ 7. Other: _____

Company: _____

Address: _____



ADDENDUM NO. 1

Date: June 11, 2014

Bid Date: June 25, 2014
3:00 P.M. (Local Time)

Bid Name: ADA Paratransit Service in City of Gainesville
and Alachua County

Bid No.: PWDA-140047-DS

NOTE: This Addendum has been issued to the holders of record of the specifications and attendees of the non-mandatory pre-bid meeting held on June 11, 2014.

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

1. Any remaining questions are to be submitted in writing to the City of Gainesville Purchasing Division by 1:00 p.m. on June 16, 2014. Questions are to be submitted as follows:

Faxed (352) 334-3163
Attention: Daphyne Sesco
or
Email: sescoda@cityofgainesville.org

2. Find attached:

- Copy of the lobbying and blackout period definitions (Purchasing Procedure 41-424) distributed during non-mandatory pre-bid meeting
- Copy of the pre-bid meeting sign-in sheet

3. Daphyne Sesco, Purchasing Division, discussed bid requirements:

- Since this is a non-mandatory meeting you do not have to be present to submit a bid.
- The blackout period began once the bid was released and continues until contract award. No lobbying or discussions can occur between bidder and any representative of the City or GRU, except the designated purchasing staff contact; otherwise your bid will be disqualified.
- Verbal instruction does not change the terms of the solicitation – changes can only be made via a written addenda. Questions/Answers and topics of discussion addressed at this meeting will be available in an addendum for download through DemandStar.
- All communication, contact and/or correspondence must be with the buyer, Daphyne Sesco. Bidders who have contact with anyone other than the buyer (A/E, department, City elected officials, etc.) will be disqualified.

- Send questions in writing to Daphyne via fax or email. Any contact with staff other than the Purchasing representative may be basis for disqualification of your bid. Question submittal deadline is 5:00 p.m. on June 16, 2014.
- Responses are to be received in the Purchasing office no later than 3:00 p.m. (local time) on June 25, 2014. Any bids after 3:00 p.m. on that date will not be accepted. Bids must be physically received in the City's Purchasing Department. Only hand-delivered responses are acceptable (i.e., in person or through a delivery service such as FedEx, UPS).
- As Addenda are issued, the signature page should be included in the response acknowledging receipt of the addendum.
- CORRECTION: DBE means Disadvantaged Business Enterprise not Disabled Business Enterprise as stated on page 6.
- CORRECTION: The Evaluation Criteria as listed on page 8 should have included *Drug and Alcohol Program* and be stated in order of relative importance as follows:
 - Price/Cost
 - Technical Qualifications
 - Business Model Used to Undertake Project
 - Software Used to Operate MDTs
 - Staff Allocations
 - Degree Bidder is Able to Comply with the Overall RFP Requirements
 - Experience Providing ADA Paratransit
 - Vehicle Requirements
 - Training Program for Drivers and Office Personnel
 - Drug and Alcohol Program
 - Criminal Background Checks

4. Millie Crawford, ADA Transit Services Coordinator, stressed the following:

- Proposer must be located within City limit
- There must be no combining of positions
- Though RTS is in the process of obtaining grants for new cutaway vehicles, proposers must provide PassMon software

5. The following are answers/clarifications to questions received at the non-mandatory pre-bid conference:

Question1: City provides vehicles with MDTs?

Answer1: Yes. Contractor provides MDTs and PassMon/Trapeze software for the vehicles they provide.

Question 2: How many vehicles in use now?

Answer 2: 45, but RTS provides about 20. Coordinated system for Medicaid, etc. 150-200 trips per day under ADA.

Question 3: All within City of Gainesville?

Answer 3: Yes, but includes incorporated Gainesville due to 5317 grant (changing to 5310), with a Gainesville address. Some in Alachua County (5311 grant) but not as many, about 300 per month based upon \$50,000 allocation spread over 12 months.

Question 4: Have you gone through Medicaid changes yet?

Answer 4: **Yes, MV Transportation has the CTC contract, as well as the current RTS contract.**

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

CERTIFICATION BY PROPOSER

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

PROPOSER: _____

BY: _____

DATE: _____

CITY OF _____
GAINESVILLE

FINANCIAL SERVICES
PROCEDURES MANUAL

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out 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 the City Officials and Employee awards 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.

CITY OF GAINESVILLE
GENERAL GOVERNMENT PURCHASING DIVISION
NON-MANDATORY PRE-BID CONFERENCE
SIGN-IN SHEET

DATE: June 11, 2014 at 8:00 AM LOCAL TIME
BID #RTSX-140047-DS – ADA Paratransit Service in City of Gainesville and Alachua County
PRE-BID LOCATION: RTS Admin, 100 SE 10th Avenue, Conference Room
Gainesville, Florida, 32601
DUE DATE: June 25, 2014 at 3:00PM

YOUR COMPANY'S NAME, ADDRESS &
PHONE NUMBER

YOUR SIGNATURE, PRINTED NAME,
EMAIL ADDRESS & FAX NUMBER

1) Rida Right
16 Hawk Ridge Dr.
Lake Saint Louis MO
63867
PHONE # (636) 695 5634

[Signature]
SIGNATURE
MARIE S. Nelson
PRINTED NAME
E-MAIL: marie.nelson@Rida-Right.net
FAX # ()

2) Ed Griffin
MV Transportation
PHONE # (407) 455-2632

[Signature]
SIGNATURE
Edward I. Griffin
PRINTED NAME
E-MAIL: egriffin@mvtransit.com
FAX # ()

3) [Signature]
MV Transportation
St. Cloud FL
PHONE # (371) 919-2763

[Signature]
SIGNATURE
Edward I. Griffin
PRINTED NAME
E-MAIL: edward@mvtransit.com
FAX # ()

4) Wes Adams
MV Transportation, Inc
PHONE # (407) 619-3905

[Signature]
SIGNATURE
Wesley Adams
PRINTED NAME
E-MAIL: wesley.adams@mvtransit.com
FAX # ()

5) MICHELLE CRAWFORD
RTS
PHONE # (352) 393-7826

[Signature]
SIGNATURE
MICHELLE CRAWFORD
PRINTED NAME
E-MAIL: CrawfordM@cityofgainesville.org
FAX # ()

CITY OF GAINESVILLE
GENERAL GOVERNMENT PURCHASING DIVISION
NON-MANDATORY PRE-BID CONFERENCE

SIGN-IN SHEET

DATE: June 11, 2014 at 8:00 AM LOCAL TIME

BID #RTSX-140047-DS -ADA Paratransit Service in City of Gainesville and Alachua County

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Gainesville, Florida, 32601

DUE DATE: June 25, 2014 at 3:00PM

YOUR COMPANY'S NAME, ADDRESS &
PHONE NUMBER

YOUR SIGNATURE, PRINTED NAME,
EMAIL ADDRESS & FAX NUMBER

6) MV Transportation, Inc
3713 SW 142nd Ave Suite #3
Gainesville, FL 32608

PHONE # (352) 375-2784

Marsha Rin
SIGNATURE
Marsha Rivera
PRINTED NAME
E-MAIL: marsha.rivera@mvtransit.com
FAX # (352) 378-6117

7) MV Transportation
3713 SW 142nd Ave Suite 3
Gainesville FL 32608

PHONE # (561) 506-5721

[Signature]
SIGNATURE
Kelly Gonzalez
PRINTED NAME
E-MAIL: kelly.gonzalez@mvtransit.com
FAX # ()

8) _____

PHONE # () _____

SIGNATURE

PRINTED NAME
E-MAIL: _____
FAX # () _____

9) _____

PHONE # () _____

SIGNATURE

PRINTED NAME
E-MAIL: _____
FAX # () _____

10) _____

PHONE # () _____

SIGNATURE

PRINTED NAME
E-MAIL: _____
FAX # () _____



ADDENDUM NO. 2

Date: June 18, 2014

Bid Date: June 25, 2014
3:00 P.M. (Local Time)

Bid Name: ADA Paratransit Service in City of Gainesville
and Alachua County

Bid No.: PWDA-140047-DS

NOTE: This Addendum has been issued to the holders of record of the specifications and attendees of the non-mandatory pre-bid meeting held on June 11, 2014.

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

1. The question submittal deadline has passed; no additional questions will be answered.
2. The following are answers/clarifications to questions received by the question submittal deadline:

Question1: Effective 2014, the Affordable Health Care Act will incur significant costs to contractors in the area of personnel benefits. Since its signing into law in 2010, the Act has had little impact on bid pricing, and many contractors have chosen to disregard the cost implications of this act in price proposals. While we consistently budget these costs in our operations, our company has been challenged in procurements when competing against those companies whose price has been artificially lowered by failure to comply with the provisions of this law. In an effort to ensure compliance with the Affordable Health Care Act, we respectfully ask that the City of Gainesville takes one of the following actions:

- Mandate that all bidders comply (in both technical and price proposals) with the provisions of this act effective January 2014, and submit official certification of compliance; and / or
- Provide benchmark costs per employee for healthcare obtained through the Affordable Health Care Act; thus ensuring that all bidders are using the same per person costs when projecting participation levels and overall cost relative to benefits; or
- Provide adequate assurances that the City of Gainesville will open contract negotiations at the time that this Act impacts employers (and not before); thus allowing bidders to submit price proposals based on the current costs of doing business.

Answer1: Per Sec VII paragraph 1.2 Price quotes associated with this contract will be binding and will not be renegotiated until 3 years after the award of the contract and only adjusted in accordance with the CPI and not to exceed 3%. The one exception to this provision, which is stated in Sec VII paragraph 1.3, is the City's willingness to allow renegotiation of trip rates for overhead costs associated with the change of lease or rent fees for the facilities used to provide ADA Paratransit service. This is the only overhead cost that will be considered for renegotiation to change trip costs during the first two years, and Contractor must request the change and substantiate the costs with back up documentation.

Any costs incurred for driver health care costs should be included in the trip pricing associated with this proposal and stipulated in a cost breakdown provided with the company price proposal submitted in response to this bid.

Question2: Currently, the current service provider provides Trapeze. Please confirm that all bidders must include a scheduling/reservation/dispatch software in their cost proposal.

Answer2: In Sec VI paragraph 5 items h and i under "The Contractor must" to be considered for this contract the bidders must stipulate their willingness to have and provide Trapeze software to operate the MDTs on City provided vehicles. Without the software the bidder will not be considered for the contract. Additionally in paragraph H. item 2. It is again stipulated the contractor will provide Trapeze paratransit management software.

Question3: Currently, the current service provider pays approximately \$67K annually to maintain and support the MDTs and Trapeze software integration. Please confirm that bidders will have to continue to maintain and support the MDTs and Trapeze Software.

Answer3: In paragraph H. item 2. It is stipulated the contractor will provide Trapeze paratransit management software; therefore it should be part of any price proposal and costs associated with providing this service should be delineated in the price proposal to ensure compliance with the requirement. Plus as previously stated without the Trapeze software the bid will not be considered.

Question4: Please confirm that the phone system should have reporting capabilities.

Answer4: Yes, reporting capabilities are required by the ADA and are stipulated in Section Q 2b(vi). This data is required for the Quality Assurance Program (QAP) report and the contractor must have the ability to report the on-hold times and calls received on both the Customer Service and reservation lines.

Question5: Currently, the current service provider uses 2-way radios. Please confirm that all bidders will have to provide two way radios for communicating with the base and drivers.

Answer5: Yes, in Paragraph I (1) the contractor is to install and maintain a two-way communication system for continuous voice communication between dispatch and all drivers performing ADA trips under this contract.

Question6: Currently, the current service provider does not get paid for no show trips. Please indicate whether the current policy of not paying for no shows will be part of the contract during the new contract term.

Answer6: Correct, No-show trips will not be paid for. There is a no-show policy associated with this contract as stipulated in Section F item 4 and the contractor is expected to properly enforce this policy to minimize no-shows, in order to effectively manage overhead costs.

Question7: Currently, the current service provider provides trips outside the City of Gainesville and throughout Alachua County. Please confirm that all bidders will have to provide trips outside the City and County as funding permits

Answer7: Yes, as grant funding permits RTS expects the Contractor awarded the bid to provide all trips requested by RTS in support of this proposal.

Question8: Currently, the current service provider pays the City \$2600 a month for 20 City provided vehicles. Please confirm that all bidders will have to pay the City for vehicles throughout the new contract term.

Answer8: Yes, in Section W discussed the Capital Replacement fund fee, which is levied in association with the number of vehicles the city provides to the Contractor. Currently RTS is providing 20 vehicles and charging a flat fee of \$2,600 dollars. The fee is determined by dividing the local grant match required of RTS to purchase the vehicle by 5 (expected years of service life for the vehicle). The provision of fewer vehicles will mean a smaller monthly fee. Currently RTS has applied for grants to obtain at least 11 new vehicles to replace the current vehicles, which have exceeded the service life and mileage standards established by FDOT regulations. The City/RTS expects FDOT to award the funds to purchase the vehicles in the next year. Therefore, per Section A Paragraph 4c the City/RTS is only committing to provide a minimum of 10 vehicles to provide the service. If more vehicles are needed to provide the service then the contractor will be required to provide the extra vehicles to ensure On-time performance (OTP) standards are met.

Question9: Currently, our company installs Drive Cam (an event triggered device that records sudden stops, aggressive turning, or an accident) on all vehicles to manage unsafe driving habits and minimize accidents. Would the City object to the continued use of Drive Cam on the vehicles?

Answer9: No, RTS applauds the current Contractor's emphasis and safety and appreciates the company's diligence in providing safe reliable service.

Question10: Currently, the current service provider provides reservations Monday through Sunday from 8:00 AM to 5:00 PM. Please confirm that all bidders will have to provide reservations service Monday through Sunday from 8:00 AM to 5:00 PM.

Answer10: Yes, the ADA requires riders to have the ability to make reservations the day before the trip is provided. Therefore, Contractors bidding to provide ADA service must comply with Section C paragraph 4c and be able to adjust to the same service hours as the fixed route and have the ability to take reservations as required to meet the needs of the City. Currently, those hours are 7 days a week between the hours of 8 AM to 5PM.

Question11: There is a 33% increase in trips performed under the new RFP which will increase mileage for fuel, maintenance, and staffing. Please confirm that all bidders should use the estimated trips provided in the RFP as a basis to develop their cost proposal.

Answer11: There appears to be some confusion associated with the number of trips delineated in the RFP. The trip totals provided included the trips provided by funds derived from 5317 grants and 5311 grants plus ADA trips. These are not estimations but the actual number of trips provided by the current contractor between 2007 and 2013. We are not sure how the 33% increase was determined because there has been a 47.4% increase in the number of trips since 2007. FY 08 to FY 09 the increase was 4.6% and in FY 09 to FY 10 only 1.45%. Then the total trips increased in FY 10 - FY11 by 12.8% and in FY 11 to FY12 12.3%. These large increases were primarily due to the addition of the 5317 and 5311 trips, which started in FY 10; when compared to the

FY12 to FY13 when the increase was much smaller at only 4.3%. The year to year increase since 2007 only averages 6.7%. RTS believes a 5 to 6% increase in trips is a more realistic then 33%. Therefore, any Contractor wishing to submit a proposal to provide this service should use the trip totals provided in the RFP as a guide to estimate their pricing to provide the service and include all the staffing, vehicles, maintenance and fuel needed to provide the appropriate coverage necessary to ensure service standards do not decline as that would possibly cause liquidated damages to be incurred.

Question12: Would the City consider a fixed fee and a per trip rate to mitigate the risk associated with a 33% trip performed increase?

Answer12: **No, please provide cost per trip as described in Section VI the paragraph 1.3 chart in the RFP.**

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

CERTIFICATION BY PROPOSER

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

PROPOSER: _____

BY: _____

DATE: _____



We Provide Freedom™

City of Gainesville



ADA Paratransit Service in City of Gainesville and Alachua County

BAFO – RFP No. RTSX-140047-DS

July 30, 2014





BAFO – TECHNICAL PROPOSAL TO

City of Gainesville

FOR

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

RFP No. RTSX-140047-DS

Dated: July 30, 2014

SUBMITTED TO:

City of Gainesville
Ms. Daphne SESCO, Buyer II
Purchasing Division
200 East University Avenue, Room 339
Gainesville, Florida 32601
Telephone: 352.334.5021

SUBMITTED BY:

MV Transportation, Inc.
*and all subsidiaries, joint ventures,
partnerships and affiliates*
5910 N. Central Expy., Suite 1145
Dallas, TX 75206
Telephone: 972.391.4600

MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. MV is an Equal Employment Opportunity/Affirmative Action Employer.

**MV TRANSPORTATION, INC.**

July 24, 2014

Ms. Daphyne Sesco, Buyer II
City of Gainesville
Purchasing Division
200 East University Avenue, Room 339
Gainesville, Florida 32601

Dear Ms. Sesco:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships and affiliates, (or "MV") greatly appreciates the opportunity to submit its proposal in response to the City of Gainesville Request for Proposal Number RTSX-140047-DS for ADA Paratransit Service in City of Gainesville and Alachua County. As the current provider of this service since 2003, I am hopeful that MV's demonstrated breadth of experience and tenure as well as tenure throughout the industry offers assurance that it is a stable and qualified partner.

As required, MV's proposed operating plan is contained herein. This plan follows MV's guiding management philosophy that service quality need not have a direct relationship to operating cost; rather it is created from a positive work environment that supports proactive employee relations and professional development.

Mr. Ed Griffin, vice president, is your primary contact for this procurement; he and I are authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). If awarded the contract, the Contracting Party will be MV Contract Transportation, Inc. Ed can be reached any time of day at 407.455.2632 (phone) or egriffin@mvtransit.com (email). Additionally, Mr. Gary Coles (Senior Vice President) will serve as your secondary contact; he can be reached any time of day at 804.370.2648 (phone) or gary.coles@mvtransit.com (email). Please direct all correspondence related to this and all future procurements to MV's bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688.

MV acknowledges receipt of Addendum 1, dated June 11, 2014, and Addendum 2, dated June 18, 2014.

Thank you for your consideration; I encourage you to select MV Transportation as your partner for the provision of the ADA Paratransit Service. We look forward to working with you throughout this procurement.

Sincerely,

A handwritten signature in blue ink, appearing to read 'W.C. Pihl', is written over a light blue horizontal line.

W.C. Pihl
Executive Vice President

Unconditional Satisfaction Guaranteed Warranty



MV Transportation is pleased to provide the following unconditional warranty to the City of Gainesville. In the event MV is selected to provide services pursuant to the City's Request for Proposal for ADA Paratransit Service in City of Gainesville and Alachua County, in addition to any contractual warranties and remedies that the City is entitled to under the contract, MV will warrant its service as follows:

In the event the City of Gainesville is dissatisfied with MV's service for any reason during the term of the contract, the City may terminate the contract. In the event the contract is so terminated, MV will refund to the City any and all profits made by MV resulting from this contract, during the final 12 months during the period prior to the termination.



Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

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Executive Summary – Overview

MV Transportation has proudly served as the Community Transportation Coordinator (CTC) for Alachua County since 2003. This designation is recommended at the local level and ultimately approved by the State of Florida Commission for the Transportation Disadvantaged (CTD). MV is currently in its third five-year contract in this role. The designation as CTC is a business model that entails coordination of several funding streams through a single operating model. This affords participating agencies uniformity in rates, operational standards, safety and training expectations. The economies of scale realized through this model



provides for the best value and certainty in standards for participating agencies, including the City of Gainesville's (CITY) and the Regional Transit System's (RTS) Paratransit service.

MV's proposal outlines its operating plan for the continued success in the operation and management of the CITY and RTS' ADA Paratransit service. This plan assures the CITY and RTS continued high quality service by providing the following plan assets:

- Outstanding Management Personnel with a Proven Record
- Coordination of Services and Partnership with the CITY and RTS
- Fleet Reliability, Cleanliness, and Safety

Outstanding Management Personnel with a Proven Record

MV is pleased to present its current management team for the next contract term. Their ongoing presence in this operation assures consistency, continuity of operations, and continued success.

Kelly Gonzalez, general manager, has served in a management role of MV's ADA Paratransit service to the CITY and RTS since 2010, and is responsible for a significant improvement to safety throughout the operation;



Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

Demetrius Moring, operations manager, joined the operation as dispatch manager and was promoted to the position of operations manager in 2013. He has been an important member of MV's ADA Paratransit service to the CITY and RTS since 2011, and has a strong background in customer service and passenger relationships;

Jonathan Javier, newly promoted safety and training manager, provides safety leadership as well as operator classroom and behind the wheel-training to this service;

Marsha Rivera, administration/finance manager, has successfully managed all financial and accounting functions for MV's operation to the CITY and RTS since 2009; and

Allen Brooks, maintenance manager, has led MV's maintenance operation in this role since 2007, and brings 15 years of vehicle maintenance experience to this project.

Examples of MV's success include the following:

- **On-Time Performance** – CITY and RTS' standard is 90%. MV's 2013 average on time performance is **90.94%**
- **NTD Preventable Accidents** – CITY and RTS' standard is 1.4 avoidable accidents per 100,000 miles. MV's average NTD Preventable accidents for 2013 is **0.75**
- **Call Hold Times** – CITY and RTS' standard is 2.5 minutes. MV's average call hold time for 2013 is **0.56 seconds**
- **Complaints per 1,000 Trips** – CITY and RTS' standard is 3 per 1,000 on way trips. MV's average complaints per 1,000 trips for 2013 is **1.69**
- **Vehicle Maintenance On-Time Performance** - FTA standard is 80%. MV's average maintenance on-time performance for 2013 is **99.15%**.

Strong Regional Support Team

MV's support team has significant experience in the transit industry and will continue to support the local team and the CITY and RTS.

Regional Vice President Mr. Ed Overn is MV's executive level representative for this operation. He leads the regional support team assigned to this contract, and has authority over resource commitment and oversight. Ed has been with MV since 2005.

Mr. Eric Kahn, MV's director of safety conducts audits of all safety and security related operations at MV's facility providing the CITY and RTS' ADA Paratransit service and works closely with safety and training manager Jonathan Javier.

Director of Maintenance Mr. Ben Kletti works with Allen Brooks, MV's maintenance manager and his team to confirm that each vehicle providing the CITY and RTS' ADA Paratransit service is in superior condition. He also performs maintenance audits.





Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

Coordination and Partnership with the CITY and RTS

As the CTC, MV works cooperatively with the Local Coordinating Board (LCB), a local advisory board comprised of local officials, advocates and agency representatives that provides guidance and oversight to the CTC. MV has established an excellent relationship with this board and appreciates the input in designing a system that best meets the needs of all partners. At the most recent LCB meeting, several passengers from the RTS ADA service complimented MV on its commitment to the community.

The City of Gainesville Regional Transit System (RTS) has been a part of the coordinated system operated by MV since 2003. RTS' commitment to coordination in partnership with MV is a key element in building a successful system that meets the needs of all citizens throughout Alachua County. The CITY and RTS have been champions of coordination and MV greatly appreciates its longstanding partnership.

Ensuring Fleet Reliability, Cleanliness, and Safety

In 2013 MV's Gainesville operation was audited by the Florida Department of Transportation and found MV's maintenance department 100 percent compliant with ZERO findings.

MV's professional and proven maintenance procedures are the foundation of the operation. Under the leadership of Maintenance Manager Allen Brooks and with the support of MV's regional and corporate maintenance support staff, MV has demonstrated its ability to provide the CITY and RTS quality vehicle maintenance, resulting in high fleet reliability and superior performance measures.

MV fully understands the importance of having safe, clean, and reliable vehicles on the street with minimal maintenance service disruptions and is pleased to provide DriveCam and Trapeze EAM once again for the upcoming contract term:

- **DriveCam** is an on board video recording system that is triggered by G-force events such as hard stops or erratic driving. When the camera is triggered, 20 seconds of video is captured (10 seconds before and 10 seconds after the event). The footage is used to determine preventability, administer defensive driving and accident prevention retraining (and/or discipline), and to recognize great driving performance.
- **Trapeze EAM**, is a maintenance tracking software that streamlines maintenance management and reporting for the ADA Paratransit vehicles. Trapeze EAM tracks statistics such as inventory levels, technician productivity and PMI schedules to give management a clear view of shop activities.

Closing

MV will continue to use its professional programs and tools to support the CITY and RTS' ADA Paratransit service including:





Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

- National accounts and vendor relationships that result in direct cost savings on vehicle parts and fluids, vendor training, office supplies, and other resources;
- A professional operator training program, which has created teams of confident, knowledgeable service operators and resulted in low turnover rates;
- A customer service training program for operators and office staff that focuses on the importance of positive passenger and coworker relations;
- Employee incentive and recognition programs;
- A national FTA and DOT compliant, “Zero Tolerance” drug and alcohol program that requires pre-employment, random, post-accident, and reasonable suspicion testing;
- A comprehensive safety program that addresses on-road and workplace safety, employee health, and system security, and which has resulted in exceptional safety ratings and reduced insurance costs company-wide;
- Reduced insurance costs through MV’s risk department and excellent safety record;
- Vehicle inspection and cleaning programs, which support early detection of maintenance needs and prompt response to cosmetic issues; and
- Best use of technology to increase efficiency and reduce operating costs.



MV greatly appreciates the spirit of cooperation and trust with which the CITY and RTS have worked with its team over the past 11 years. There is still work to be done, and MV commits to the CITY and RTS that it will be a strong partner and meet its operational requirements, high service standards, and vision for the future throughout the next contract term.





Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

2. Technical Proposal and Qualifications – Approach and Scope of Work and Business Model to Undertake the Project

MV provides door-to-door ADA paratransit transportation services to City of Gainesville (CITY) and the Regional Transit System (RTS), including all resources necessary to meet the needs of the ADA Paratransit service. The CITY and RTS manage the contract, and MV will remain flexible to accommodate any modifications to service required.

The CITY and RTS will determine eligibility of ADA clients, audit contractor invoices, provide a minimum of 10 cutaway paratransit vehicles, and ensure proper management of the Drug and Alcohol Program.

MV schedules trips and takes reservations for the ADA Paratransit service, inputs trip information into the Trapeze scheduling software, accepts requests for trip changes and cancellations, and provides trip manifests for pickup and delivery of ADA passengers. MV records and investigates passenger complaints and investigations, conducts road supervision and monitoring of operators, maintains the Trapeze software, and provides technical and training support for Trapeze users at the location. MV also trains administrative staff and operators ensuring

compliance with ADA law and regulations, conducts a compliant Drug and Alcohol program, comply with all reporting requirements, coordinate trips with other funding agencies, conduct annual reviews of operator responsibilities and performance, and conduct semi-annual reviews of operators regarding responsibilities and performance. MV also will comply with all CITY and RTS requirements including returning personal items left on vehicles to passengers within three business days, assuming responsibility for the acts of its employees (and others defined in the RFP) in fulfillment of this contract, and and it will use only competent and skilled employees with excellent customer service skills in fulfillment of this work.

MV has the same commitment to quality service as the CITY and RTS, to improve mobility for residents through paratransit service that safely transports customers to their destinations reliably with care and respect.

Drug and Alcohol Testing Program Audit

In late 2011, the FDOT conducted an audit of MV's Drug and Alcohol Testing Program for its Alachua County CTD operation. No findings were identified during the auditor's review of the specimen collection site. MV was lauded for its "exceptional work" in its efforts.





Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

As the current provider of this service, MV also demonstrates that meets the requirements and performance standards of the CITY and RTS and above all, shares the fundamental philosophy of the CITY and RTS - the customer comes first!

MV is proud of its service to the CITY and RTS as well as passengers of the ADA paratransit service and looks forward to continuing to provide this important service.

A. Vehicles

The CITY and RTS provides ten cutaway paratransit vehicles for the operation of the ADA service. MV supplements the RTS fleet with the adequate number of vehicles necessary to provide all ADA service, in addition to its obligations in its role as the CTC for other funding agencies.



In the event of increased demand, MV will provide additional vehicles and professionally trained operators within thirty days of receipt of notice by the RTS.

MV Transportation has worked cooperatively with RTS for more than ten years in providing excellent service to passengers. RTS has traditionally provided grant vehicles to operate this service and MV has also procured several vehicles through grants from the Commission for the Transportation Disadvantaged as well as working with Alachua County to secure vehicles through the ARRA program. MV will continue to work with RTS in securing adequate vehicles to provide this service. MV's price proposal is based on the waivers currently granted by the RTS regarding vehicles.

B. Vehicle Maintenance Procedures, Vehicle Inspections, Response to Vehicle Breakdowns, and System Safety Program Plan

MV knows that a strong maintenance program lies at the heart of every safe and reliable transit system. A well-maintained, clean, dependable fleet contributes to overall passenger satisfaction and instills pride in each vehicle operator. MV's maintenance program promotes competence above all else. Periodic shop audits, ASE certification incentives, and ongoing maintenance training support a work environment where work quality and continued education make the difference.





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Leadership and Approach

Mr. Brooks, MV's proposed maintenance manager will continue to oversee the ADA Paratransit service fleet and facility maintenance and cleaning program. He reports directly to Mr. Gonzalez, with accountability to the CITY and RTS and MV's corporate maintenance team.

Director of Maintenance Ben Kletti will provide regional oversight to MV's ADA Paratransit maintenance operation, and will continue to be on site often to meet with MV's team, provide additional support, and perform inspections and audits.

Mr. John Calame, senior vice president of fleet and facilities provides oversight and control of the company's maintenance program. Mr. Calame is an industry leader with more than three decades of transit fleet expertise. He is an excellent resource to MV's customers and personally oversaw the development of MV's maintenance policies and procedures.

Cost Controls and Information Systems

According to the National Transit Database's 2012 National Transit Summaries and Trends, transit vehicle maintenance costs compose nearly 20 percent of all operating expenses¹. MV works to control maintenance costs by:

- Maximizing fleet availability by minimizing unscheduled maintenance, such as road calls, pre-trip inspection failures, and other urgent repairs;
- Monitoring trends across the company's fleets nation-wide, in order to proactively schedule and address known issues
- Stock parts level based on historical usage and inspection intervals
- Track mechanic productivity and labor costs based on activity type
- Identifying maintenance activities that can be outsourced to local, more cost effective vendors; and
- Staying abreast of service bulletins and enforcing warranties on all fleet and equipment.

MV uses the Trapeze Enterprise Asset Management (EAM) to support fleet maintenance, management, and repair. Trapeze EAM provides a sophisticated solution to manage all maintenance activities while tracking labor, parts, and materials costs.

MV's maintenance team uses this system to track all fleet mileage, schedule all inspections, issues parts usage, track labor costs, manage inventory, and generate repair lists.

Designed by fleet managers, for fleet managers, this system provides an intuitive, user-friendly interface that supports efficiency and cost control in forecasting and budgeting.

¹ *National Transit Summaries and Trends (NTST), a portion of the Federal Transit Administration's (FTA) Annual Report, Office of Budget and Policy – October 2013*



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Trapeze EAM is a single-point interface for all fleet, equipment, and parts management; warranty recovery and repair; labor management; and reporting.

Regulatory Compliance

More than 95 percent of MV's contracts are with transit systems funded by federal dollars, and require that MV comply with regulatory standards set forth by agencies such as the FTA, DOT, EPA, OSHA, NTSB, among many other state and local authorities. MV is subject to audits, inspections, records reviews, and reporting as part of its operations.

1. Daily Maintenance and Vehicle Inspections

Pre-trip

Each day, operators perform daily vehicle inspections prior to entering service. This 12-minute inspection covers the following items:

- Condition of tires, wheels, rims, and lug nuts*
- Fluid levels (engine and transmission oil, cooling, windshield washer, brake fluid, and power steering)
- Condition of battery terminals
- Under vehicle leaks*
- All glass and mirrors are in good condition and without chips or cracks*
- All lights are operational (headlights*, clearance lights and reflectors*, turn signals, backup lights and alarm, emergency flashers*)
- Air conditioner and heating, and defroster/defogger is operational
- The vehicle is clean, cushions and seatbelts are secure*
- Windshield wipers, washer, radio horn, passenger door are all operational*
- Registration and insurance is valid and registration is visible
- Brake pedal* and parking brake are operational (airbrakes operate within the minimum and maximum pressure thresholds)
- Steering wheel is secure, gearshift is tight*
- On-board safety kit is stocked and complete (first aid, reflectors, fire extinguishers*, accident packet*, and body fluid kit*)
- Lift is operating in both electronically and manually, and is free from leakage*
- Lift interlock is operating properly*

Note items marked with asterisks () are re-inspected during walk-around mid-trip inspections, during shift changes.*





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Post-trip

Upon return to the yard, the operator performs a 3-minute post-trip inspection, which requires re-inspection of the following items:

- Condition of tires, wheels, rims, and lug nuts
- Under vehicle leaks
- All glass and mirrors are in good condition and without chips or cracks
- All lights are operational (headlights, clearance lights and reflectors, turn signals, backup lights and alarm, emergency flashers)
- Air conditioner and heating, and defroster/defogger is operational
- The vehicle is clean, cushions and seatbelts are secure
- Windshield wipers, washer, radio horn, passenger door are all operational
- Brakes pedal is operational
- Steering wheel is secure, gearshift is tight
- Fire extinguisher is fully charged
- Accident packet, and body fluid kit are present and accessible
- Lift is operating in both electronically and manually, and is free from leakage
- Lift interlock is operating properly

Defect Repair

If the operator detects a safety hazard that prevents the vehicle entering service, the operator will notify dispatch and tag out the vehicle then dispatch will contact the on-duty mechanic. The mechanic will determine if the issue can be quickly rectified or if the vehicle should remain out of service.

The mechanic performs an initial assessment of the issue to determine its severity and if the vehicle can be repaired in time for pullout (for example, a bulb or fuse replacement), or if the vehicle needs to be placed out of service (for example, the wheelchair lift is not cycling.)

If the mechanic must place the vehicle out of service, he or she will initiate the lock out tag out process and the dispatcher will assign a standby vehicle to the operator.

2. Preventive Maintenance

A strong PM program minimizes vehicle downtime and supports MV's goal of scheduling more than 80 percent of all maintenance activities. The company's systemic approach to vehicle care places a focus on preemptive care, seeking to minimize reactive repair.





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Mid-level technicians typically perform preventive inspections and repair, within 500 miles of the required interval. As inspections are due, MV’s maintenance manager will schedule service during off-peak hours in an effort to maximize fleet availability during times of highest service demand. For this project, MV’s proposes a 48,000 mile total preventive maintenance cycle, with safety inspections (A-level) occurring at 3,000 miles.

Paratransit Vehicle Preventive Maintenance Cycle

Inspection	Interval	Description
A	3,000	<ul style="list-style-type: none"> ▪ Vehicle interior and exterior (lights, safety equipment, etc.) ▪ Brake testing ▪ Door and/or lift operation/cycling ▪ Road test (engine, transmission, brake, steering) ▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.) ▪ Engine compartment (fluid and leak inspection) ▪ Clean/check battery and cables ▪ Steam clean/pressure-wash engine ▪ Lubrication, oil and filter change (unless vehicle manufacturer recommends a different interval)
B	12,000	All A level tasks plus: <ul style="list-style-type: none"> ▪ Fuel filter change
C	24,000	All A and B level tasks plus: <ul style="list-style-type: none"> ▪ HVAC (leaks, filters, temperature checks, function inspections, brushes and fan motor condition)
D	48,000	All A, B, can C level tasks plus: <ul style="list-style-type: none"> ▪ Transmission differential fluid change

Documentation

The mechanic performing the preventive inspection and repairs has the hard copy of the vehicle file with him or her. The mechanic will document all preventive maintenance activities on the PM checklist. During this time, the mechanic performing the inspection will repair any minor defects noted previously identified during daily inspections (or otherwise logged in the vehicle file).





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Oil Analysis

Oil analysis is an excellent way to assess equipment condition, by detecting abnormalities before major issues arise. Chevron tests MV’s used oil to ensure additional maintenance is not required.

Heating and Cooling Systems

MV requires that its shops regulate passenger compartments to maintain comfortable temperatures at all times and under all climate conditions. During each PM inspection, the HVAC systems are inspected to ensure they are functioning and do not have leaks. The mechanic inspects the condition of all brushes and fan motors and changes the filters.

It is extremely important to maintain and operate all air conditioning systems, especially during the off-season. Operating these systems on a weekly basis at 10-minute intervals confirms appropriately lubrication of the refrigerant compressor; this prevents any leakage in the compressor shaft seal and ensures early detection of any refrigerant loss.

MV conducts annual AC inspections each spring and annual heating system inspections each September.

The table below represents MV’s air conditioning PM cycle. A detailed inspection checklist is available upon request.

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre- Season	Check condition of or service the following:
REFRIGERATION/HEATING			
•	•	•	Check refrigerant charge (ball floating in top receiver tank sight glass).
•	•	•	Visually inspect condition of refrigerant hoses and tubing.
•	•	•	Visually inspect for leaks of refrigerant and oil.
•	•	•	Check dry eye in the bottom receiver tank sight glass and/or liquid line sight glass for moisture content.
	•	•	Install service gauge manifold set and check system operating pressures, temperatures and suction line conditions.
		•	Check evaporator pressure regulator (EPR) valve operation.
		•	Replace liquid line dehydrator. <i>NOTE: The dehydrator should be changed anytime the system is opened.</i>
		•	*Check hot water control valve operation (when equipped).
COMPRESSOR/CLUTCH			
•	•	•	Visually inspect clutch armature for wear and overheating caused by slippage
•	•	•	Visually inspect compressor drive belts for excessive wear, tension and alignment (refer to bus manufacturer and/or belt supplier for proper tension).
•	•	•	Check compressor oil level and color (1/4 – 1/2 way up on the sight glass after 15 minutes operation—X426/X430 compressor).
	•	•	Check clutch air gap.045±.005 in. (1.143 ± 0.127 mm) and surface flatness—





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Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre- Season	Check condition of or service the following:
			X426/X430 compressor.
•	•	•	Check compressor oil level and color (1/2-7/8 way up on the sight glass after 15 minutes operation—4GB compressor).
		•	Steam clean compressor and clutch
		•	Check clutch coil resistance and voltage.
		•	Lubricate clutch bearing
		•	Check high pressure and low pressure cutout.
		•	Check compressor oil for acidity.
		•	Check compressor efficiency.
		•	Check compressor oil pump pressure.
ELECTRICAL			
		•	Check thermostat cycle sequence on all modes (e.g., cool/reheat, vent/heat).
		•	Check 125 ampere batteryless alternator excitation voltage and voltage output and inspect brushes and bearings (when equipped).
		•	Visually inspect alternator drive belts for excessive wear, tension and alignment.
		•	Clean alternator, check for signs of corrosion, and check wire connections.
	Semi-annually		Check evaporator/heater blower motor speed, voltage and amperes (all motors).
	Semi-annually		Inspect evaporator/heater blower motor brushes, commutator, bearings (brush type motors).
	Semi-annually		Check condenser fan motor speed, voltage and amperes (all motors).
	Semi-annually		Inspect condenser fan motor brushes, commutator, bearings (brush type motors).
		•	Clean control panel area and return air sensor with compressed air. NOTE: The control panel area and the return air sensor may need to be cleaned more frequently.
		•	Check boost pump (OEM supplied) motor operation, and inspect brushes (when equipped).
		•	Inspect all wires and terminals for damage or corrosion. NOTE: If corrosion is present, clean terminals with electrical contact cleaner.
		•	*Check condenser pressure switch/condenser motor high and low speed operation (when equipped).
		•	*Check freeze thermostat (when equipped).
STRUCTURAL			
•	•		Inspect condenser coil for cleanliness.
•	•		Inspect evaporator coil for cleanliness.
•	•	•	Visually inspect unit for loose, damaged, or broken parts.
•	•	•	Clean or replace return air filter (more frequently if necessary).
		•	Clean condenser and evaporator drains. Make sure the evaporator drain hose check valves (kazoos) are in place and in good condition.
	Semi-annually		Lubricate evaporator fanshaft bearings
		•	Visually inspect engine coolant hose and hose clamp condition on heater coil system.
		•	Clean condenser and evaporator coils.
		•	Check engine coolant for antifreeze protection down to -30 F (-34 C) to prevent heater coil freeze up.
		•	Tighten all compressor, unit and fan motor mounting bolts and brackets (more frequently if necessary).
		•	*Check condenser air seals and air deflector (when equipped).
		•	Check evaporator blower shaft coupling adjustment and alignment (when





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Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre- Season	Check condition of or service the following:
			equipped).
<i>*If applicable. **Twice monthly during air conditioning season.</i>			

Mobility Lifts

Mobility device lifts are inspected and cycled at each preventive maintenance inspection cycle. This includes the replacement of worn components, gear cleaning and adjustments in alignment as necessary.

No vehicle is permitted to enter service without a safe, functioning lift. If a lift fails while on route, the vehicle will immediately be removed from service and replaced.

During the daily vehicle inspection each operator is required to cycle the vehicle lift to confirm proper operation. If a lift does not cycle or cycles improperly during the DVI, the operator must notify a supervisor who coordinates repair and/or delivery of a replacement vehicle.

3. Warranty Repair

MV is authorized by Ford Motor Company and Chevrolet to do in-house warranty work. MV will submit to Ford and Chevy for reimbursement of in-house repairs, saving vehicle downtime.

MV will administer warranties, including documenting, filing, and processing claims. Mr. Brooks, maintenance manager, will continue to manage all warranty recovery and ensure that MV performs covered repairs in a timely fashion. MV works with local dealerships for warranties associated with chassis work requiring OEM components. Additionally, a certified dealer for both Braun and Ricon, MV can perform all warranty repairs and access all technical data and updates for these lift units. This expedites repairs and ensures lifts are in superior working condition.

The company performs warranty repairs to vehicle body, doors, , electrical, seating, flooring, etc. using the prescribed warranty procedure. The maintenance manager submits claims for reimbursement upon completion of repair. MV tracks all warranty repairs in Trapeze EAM.

4. Major Repairs

MV typically identifies one or more local vendors from which it purchases rebuilt engines or in-chassis overhauls. Depending on the local resources available, and





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their associated costs, MV will determine the most advantageous approach; however, when possible MV prefers to purchase rebuilt engines.

MV either purchases rebuilt transmissions or works with local vendors such as Beck Chevrolet and Lincoln Mercury in Gainesville to rebuild existing transmissions. MV's maintenance team handles all transmission removal and replacement /installation.

It is always best to replace the engine or transmission with new or rebuilt unit, so that a warranty is available replaced component.

5. Body Repair

MV is committed to making sure each vehicle remains in safe operating condition beyond its projected life. Body repair is an essential factor in this effort.

Expeditious body repair eliminates hazards, assures passenger comfort, and reinforces the operators' pride in the service fleet. MV does not tolerate body damage or graffiti and will not release vehicles into service if they have excessive body damage or damage that presents a safety hazard. During the preventive maintenance inspection or the next scheduled detailing (whichever comes first) MV's mechanics will perform all minor body repair, such as buffing out scratches, minor paint touch ups, etc. MV works with local body shops in Gainesville such as Automotive Super Sports and Go Gators Auto Customs for major body repair work.

6. Parts and Equipment

Parts Inventory

An appropriately stocked parts inventory is critical to a productive yet cost-effective maintenance shop.

MV assembles parts kits for standard tasks, such as PMIs. This expedites the time needed to check out and inventory parts. All vehicle and equipment parts are secured in a parts cage which is locked when not attended. Managers perform both random/spot and planned inventories to confirm all parts usage is accounted for and any discrepancies are investigated.

MV follows all OEM specifications and uses only OEM parts (or equivalent). This prevents safety hazards while promoting best practices. OEM practices minimize the frequency of unscheduled maintenance, thus improving service quality, reducing costs, and maximizing fleet availability.

MV tracks all parts inventories and use in Trapeze EAM.





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Maintenance Management Information System

MV provides the Trapeze Enterprise Asset Management (EAM) maintenance management information software (formerly FleetFocus). This system is a thin client, web based interface that MV's maintenance team can access from one or more workstations in the shop. The software integrates with a myriad of systems including fuel management and mobile/on board/handled inspection tools.

Over the past decade, MV has strengthened its partnership with Trapeze/Maximus to deploy this product in approximately 90 percent of its maintenance shops. As such, MV is adept in its management and use.



This system enables full management of the vehicle lifecycle; by tracking all vehicle maintenance and repair activities and costs, the system provides an excellent resource in planning and budgeting. It supports management of warranty issues, maintenance improvement campaigns, trend analysis, and technician training/certification. All preventive maintenance activities, work orders, parts inventory, billing, and performance reporting is managed in this system.

Formerly known as FleetFocus, this product was recently acquired by Trapeze, who also purchased development rights to the system. Under its latest upgrade under the brand Trapeze EAM, the system will enable integration with the Trapeze scheduling software. Additionally, this upgrade includes a Store Keeper Portal which enhances the purchase order process, improving purchase order generation and receipts. Additional features include a Shop Activity Portal where technicians document their activities, and a supervisor portal, where scheduling of preventive maintenance inspections and other repairs is greatly augmented. This system contains an Ad Hoc Reporting Query screen that enables end users to modify or generate their own reports – eliminating the need for custom report development, and ensuring that MV will satisfy the reporting requirements set forth by the CITY and RTS. Mr. Brooks ensures all vehicle files (electronic and hard copy) are complete and well organized.





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7. Cleaning Plan

MV maintains all the ADA Paratransit service vehicles in good overall operating condition. Vehicle exteriors are washed and interiors are swept and cleaned daily before each vehicle is put into service. Weekly, all vehicles receive a deep cleaning and sanitizing – all windows, seats, floors, seatbelts, lifts, etc., are washed with a germ killing cleanser. All vehicle exteriors are maintained free of broken mirrors, broken or cracked windows, graffiti, grime, rust, chipped paint, dents, and body damage.

It is critical that all vehicle cleaning be documented on a vehicle wash log and kept in the maintenance files. Each time a vehicle is cleaned the record is kept for a minimum of 14 days in the maintenance shop, stating what was washed, who washed it, and when it was washed.

Passenger compartments will be kept free from torn or excessively worn floor coverings or upholstery, and seats will not be broken, damaged or have protruding sharp edges.

8. Response to Vehicle Breakdowns

When a road call occurs, the operator will pull over to a safe location and notify dispatch. Dispatch will immediately notify maintenance department to go to dedicated radio maintenance channel where the operator will be waiting for maintenance guidance. The maintenance technician will determine the following:

- **If the operator can resolve the issue himself or herself:** In this case, the mechanic will remain on the radio and coach the operator as needed until the situation is resolved.
- **If the operator requires a replacement vehicle:** In this case, the mechanic may deliver the vehicle himself/herself, or work with dispatch to send a standby operator to the field to transfer the passengers and resume the route. The back-up vehicle will be placed en route within 15 minutes of notification of the breakdown.
- **If the mechanic must report to the field to resolve the issue and deliver the vehicle back to the yard:** In this case, the mechanic will drive the shop truck to the location of the vehicle, and repair it at the site of the road call.
- **If a towing service is required:** In which case, the mechanic will work with the dispatcher, who will coordinate this process.

The dispatcher will log each road call and the assigned mechanic will complete a vehicle breakdown form, which is stored in the vehicle file. MV tracks all road calls



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in Trapeze EAM and calculates miles between road failures in order to identify mechanical trends areas of needed improvement.

9. Safety Program

MV's safety program promotes a comprehensive focus on a healthy and safe work environment, using the following elements:

- Guiding safety policies for bus, facility, and maintenance operations;
- Best of class operator training and certified instructor programs;
- Safety awareness driven by constant communication, recognition, and education;
- Proactive enforcement of safe driving behavior using DriveCam;
- Regular inspections and compliance with regulatory requirements;
- Risk reduction and security threat detection; and
- Exceptional support via the MV safety resource center.

MV's Gainesville location, serving as the Community Transportation Coordinator (CTC) for Alachua County, Florida, received the prestigious SAFETY AWARD at the Annual Awards Banquet of the Florida Commission for the Transportation Disadvantaged (CTD). The nomination was written by the Florida Department of Transportation and supported by the Local Coordinating Board. MV's exceptional safety reviews over recent years was recognized as well as the corporate support of safety through monetary awards to operators, daily safety messages and monthly safety meetings.



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Safety Policy Manual

MV's safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. MV's Safety Manual comprises more than 40 policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/hazardous materials, operational safety practices, and facility emergency management.

Furthermore, MV issues documented Safety Guidelines that outline safety-related responsibilities for all safety, executive, and managerial/supervisory roles. These guidelines additionally outline expectations regarding facility safety and upkeep.

Safety Training



Operator Training and Certified Instructor Programs

MV's operator training is an instructor guided program that integrates top line video education to clearly define the expectations of an MV operator. It contains 33 core classroom training modules that teach new operators the necessary components of safe and courteous vehicle operation. Local operations may add to this program to satisfy the particular training needs of a client or operating environment; however successful inclusion of the base program is required.

Classroom training is followed by pre-driving skill, observation, and behind the wheel training – where classroom training is put into action in the field.

This training defines the 26 performance standards that all trainees must meet. Each standard is described in detail, checkpoints to success are outlined, failure to achieve



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the standard is defined, and mastery tips for operators to use in operation are provided.

All operator training is facilitated by an MV-certified training instructor.

Safety Awareness

Among its many initiatives promoting safe behavior, MV's strength lies in its approach to cohesive safety messaging and recognition.

Although each of MV's operating locations have unique characteristics, all deliver a common message – safety is MV's number one priority – and all use the same vehicles to deliver this message.

Daily Safety Message

Daily, a corporate issued safety message is published and delivered to all MV locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and conference calls must begin with a safety message.

Location Safety Committee

Each MV location has a Location Safety Committee (LSC). This committee works together to create and maintain a safe work environment for all employees.

The LSC has a significant role in implementing MV's System Safety and Security Program and reducing and resolving location hazards. The LSC comprises one or more representatives from each department, and is facilitated by Mr. Gonzalez and Mr. Javier.

Safety Meetings

Safety meetings offer an opportunity to provide refresher training and address timely topics. All employees must attend this hour long meeting each month. The management team schedules employee shifts so that all staff can be present for this meeting. Maintenance safety meetings are held separately, and focus on maintenance safety.

All safety meeting agendas are issued by MV's safety department, and address topics in fleet safety (for example: defensive driving, wheelchair securement, adverse weather) and injury prevention (for example: drug and alcohol, back safety, bloodborne pathogens, and heat safety). Maintenance safety topics include subjects such as HAZCOM, back safety, and machine guarding.



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Additionally, monthly safety tasks are assigned with the safety meeting schedule. These tasks include facility inspections, completion of annual OSHA logs, and emergency plan reviews.

All locations receive a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion, and supporting handouts and posters.

Mr. Jack Varnon, visually impaired rider and member of the Alachua County Council of the Blind, is a regular instructor at MV's monthly safety meetings when Sensitivity and Passenger Assistance is the topic of the month. MV's innovative safety culture allows experts like Jack to teach its operators from a firsthand passenger perspective. The feedback and learning experience thorough these types of innovative methods is key to the success of safety culture.



Safety Recognition Programs

MV offers safety-based programs that recognize employees for safe behavior:

- **\$200 Safety Bonus:** Operators exhibiting safe driving behavior (no preventable incidents) and a strong attendance record receive a \$200 annual bonus on the anniversary of their hire date.
- **The Katherine McClary Operator Award:** This award recognizes MV's finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards are presented and include cash prizes.

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MV's Gainesville operator Mr. Leon Scott is MV's Operator of the Year. He is a great leader and an excellent example of professionalism. Mr. Scott hasn't missed a day of work in the past 5 years and is always available to cover any shifts that might be open.

Mr. Scott serves as the leader of MV's Gainesville Safety Committee panel and meets with the morning operators every day to discuss the "State of Safety". He also leads MV's hourly safety radio messages with original safety slogans and safety poems that relate directly to MV's Gainesville operation.

Mr. Scott is an extension of MV's Gainesville safety department management team. New operators follow his lead and respect him due to his vigilant road safety and site observations when he is on the road.

MV is grateful and honored to have an operator that makes it his priority to go above and beyond to always promote safety and good morale.



- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Blitzes and Other Safety Events:** MV's local management team hosts safety blitzes and/or other employee events to promote safety messages.

Inspections and Compliance

Compliance with Regulatory Agencies

In 2013 MV's Gainesville operation was audited by the Florida Department of Transportation and found MV's maintenance department 100 percent compliant with ZERO findings.



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MV complies with all Federal, State and Local Safety Environmental Laws, Regulations, Rules, Codes and Orders required of its contracts and locations. MV will coordinate periodic external audits that may be required by these governing agencies. MV has a superior record with these types of audits and welcomes their visits.

MV also complies with each state's individual needs specifically relating to environmental regulations regarding air, water and noise pollution and hazardous materials regulations.

In addition, the following federal agencies may conduct periodic audits:

- **The Department of Transportation (DOT)** issues regulations affecting transit operations, including those related to the Americans with Disabilities Act (ADA) and drug/alcohol testing of employees.
- **The Federal Transit Administration (FTA)**, a DOT agency that is responsible for federal funding (capital and operating) of transit authorities and oversight of those expenditures. The FTA also compiles safety data on all transit agencies.
- **The Federal Motor Carrier Safety Administration (FMCSA)**, a DOT regulatory agency that is responsible to promulgate carrier safety standards and has oversight of interstate carrier safety.
- **The Occupational Safety and Health Administration (OSHA)** develops and enforces federal regulations related to workplace safety, including maintenance shops, offices and field activities. MV is regulated by OSHA and is required to follow OSHA guidelines and all standards incorporated by reference in the Code of Federal Regulations.
- **The Environmental Protection Agency (EPA)** develops and enforces federal regulation related to air, water and noise pollution and hazardous materials regulation.

Safety Inspections

MV uses a tiered safety inspection program to confirm maintenance and facility safety compliance.

These inspections include (at minimum) monthly safety inspections conducted by the general manager, and the following annual inspections:

- **Safety Management Inspections:** These inspections assure location compliance with regulatory and company policy requirements, and assess the overall safety of the facility. At minimum, these inspections occur annually and are conducted by the director of safety.





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- Maintenance Safety Inspection: These inspections assure location maintenance-specific compliance with regulatory and company policy requirements, and assess the overall safety of the maintenance program. At minimum, these inspections occur annually and are conducted by the director of maintenance.

MV also welcomes the facility inspections by the CITY and RTS.

Risk Security Threat Reduction

System Security Awareness Classroom Training

MV's classroom training includes a 30-minute presentation of the Warning Signs video,  produced by the National Transit Institute's Workplace Safety and Security Program through the funding and support of the Federal Transit Administration.

This training video emphasizes the responsibility of transit professionals to extend the reach of law enforcement agencies in ensuring the safety and security of their transit systems.

Employees are taught to thoroughly inspect vehicles and work areas for anything out of place, and to report anything suspicious. Stressing caution and common sense, the training gives guidelines for appropriate suspicion without profiling, observing a suspicious person's behavior, location, and the time rather than their attire or skin color. The training also discusses suspicious packages, gives guidelines for identifying chemical and biological weapons, and what steps to take in the event of an emergency.

System Safety Program Plan (SSPP)

MV's System Safety Program Plan is consistent with federal, state and local regulations, and assures that industry standards are maintained in accordance with the standards of the American Public Transportation Association (APTA) and the Federal Transit Administration (FTA). A copy of this plan is available upon request.

The goals of MV's Safety Plan are to:

- Identify, eliminate, minimize, and/or control safety hazards and risks;
- Provide a superior level of safety in transit operations;
- Support the safety efforts of the clients MV serves;
- Achieve and maintain a safe work environment; and,





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- Comply with all regulatory agencies requirements.

This program is audited biannually to ensure adequate overall compliance with the SSPP, operating rules, regulations, standards, codes and procedures.

System Security and Emergency Preparedness Plan (SSEPP)

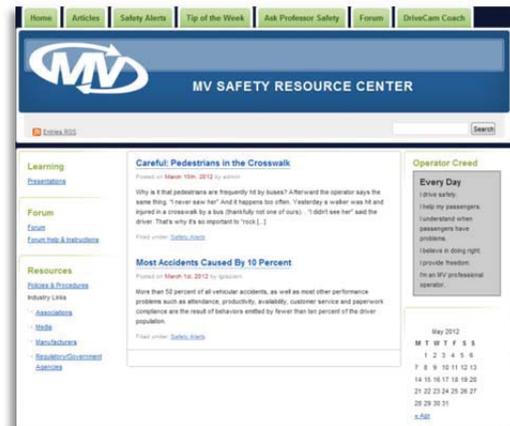
The System Security and Emergency Preparedness Plan is a set of comprehensive security goals, objectives, and strategies that maximize the security of MV’s passengers, employees, and property. This plan is a blueprint for all security procedures. A copy of this manual is available upon request.

MV’s SSEPP was developed in cooperation with the U.S. Department of Transportation’s Federal Transit Administration (FTA), Office of Transit’s System Security and Emergency Preparedness Training and Technical Assistance Program.

Online Safety Support Resources

The *Safety Resource Center (SRC)* is a custom-branded web-based information clearinghouse, provided by Avatar on a subscription basis (software-as-a-service). It provides MV employees with the most up-to-date versions of MV’s safety policies, procedures and programs. These can be accessed and read on the screen, easily downloaded, or printed locally.

The SRC is a dynamic portal that contains up to date safety-related articles and literature, weekly safety tips, polls and threaded discussions, organized around key safety processes. Features of this system include:



- Articles and Alerts:** New articles specific to a new policy or program, an alert in response to a new-found risk or just general information that is of interest to the management team are posted on the main page.
- Ask Professor Safety:** A feature that allows managers and supervisors to directly and immediately access to safety leadership and support staff. Managers and supervisors can post safety-related questions and get their responses within 24 hours. Previous requests and their answers (vetted for appropriateness) are archived on the site and can be easily accessed.





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- **Safety Tips:** Biweekly safety tips are presented for managers to implement at the operating location. Like other sections, the user can delve into an archive of earlier tips.
- **Resources:** A reference library of MV policies, procedures, programs, processes and related forms and documents in their most current form. Files are organized for fast and easy access.
- **Forums:** This virtual forum provides an online community, in which managers ask questions, provide answers and share ideas with one another. Avatar monitors the forums for appropriate discussions and removes inappropriate comments before they appear.
- **Safety Webinars:** National, live, facilitated webinars get safety messages to the field in a fast and cost-effective manner. Webinars include PowerPoint presentations, videos and other graphics and live on-line participatory courses. They can even provide interactive features like questions and answers as the presentation unfolds, like a virtual classroom.

C. Personnel

1. Management Team

Kelly Gonzalez, General Manager

Mr. Kelly Gonzalez is MV's proposed general manager for the City of Gainesville and RTS ADA Paratransit service contract. He has served on the management team of this contract since 2010, and brings a strong background in safety, training, and personnel management to this project. He has a proven record of improved safety and consistent regulatory compliance.

In his current role of general manager, Mr. Gonzalez is responsible for the daily operations and safety of MV's operation as the community transportation coordinator for Alachua County and MV's contract with the City of Gainesville. Through effective training and safety programs, Kelly has facilitated a significant reduction of accidents and workplace injuries. .

Mr. Gonzalez began his career with MV in 2008 as safety training manager of its West Palm Beach, Fla. operation. He oversaw the delivery of 7,000 passenger trips a week, performed by MV's 170-person team over a 2,000 sq. mile service area. He managed and implemented training programs that resulted in improved on-time performance and safety.





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In 2010, Kelly served as safety training manager of MV's New York City operation, overseeing paratransit services throughout the five boroughs of the City and a team of 426 employees. Here, he was instrumental in reducing preventable accidents by 98.7%.

The North Central Florida Regional Planning Council recently sent a letter of commendation recognizing Mr. Kelly Gonzalez and the entire MV Transportation Alachua County project staff for their excellent performance. Please refer to the proposal appendix for a copy of this letter of reference.

Letter from Alachua County Council of the Blind

Kelly Gonzalez is a current member of the Alachua County Council of the Blind, which is a nonprofit local advocacy group, serving the blind community.

Kelly continues to demonstrate his ability to communicate and listen to the needs of people who are blind or visually impaired, and takes proactive steps to help improve their quality of life.

He recognizes their need for transportation, and has been a major player in improving the quality of Para transit service in Alachua County.

We are privileged to work with him.

We thank Kelly for is exemplary service to the totally community and look forward to serving with him for many years to come.

Regards

*Spencer Morton
Alachua County Council of the Blind
President"*

Mr. Gonzalez's resume is provided below.

Experience

General Manager, MV Transportation, Inc. (Gainesville, FL)

2013 to Present

- Manage customer relations through both direct contact and outreach programs
- Oversee vehicle maintenance plan and ensure fleet availability to meet service requirements
- Oversee safety and training programs, plans and processes to ensure compliance with company, contract, and regulatory requirements
- Maintain client contact routinely to ensure MV meets or exceeds expectations
- Conduct periodic departmental audits





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- Perform daily, weekly and monthly review of key operational metrics
- Manage financial metrics

Assistant General Manager, MV Transportation, Inc. (Gainesville, FL)
2010 to 2013

- Oversaw daily operations and safety of paratransit service in Alachua County
- Managed recruitment, hiring, and training of all dispatch, road supervisor, safety/training and administrative personnel
- Designed and implemented training programs to increase productivity and enhance customer service
- In conjunction with corporate staff, managed all aspects of the Drug and Alcohol Testing program including pre-employment, random and post-accident testing requirements
- Conducted regular reviews of local testing facilities ensuring compliance with corporate and federal policies
- Performed regular audits of employee training files, vehicle maintenance files, and conducted regular facility safety audits ensuring compliance with OSHA and EPA regulations and related corporate policies
- Managed financial metrics, report exceptions, and developed action plans to meet financial, safety, and operational goals
- Oversaw subcontractor facility and operation to ensure compliance and contract requirements exceed expectations
- Maintained on-time performance at 94%, exceeding client standard of 90%
- Reduced accidents by 75% and injuries by 100% in 2011
- Led operation to FDOT award for Safest Transit Agency in the State of Florida in 2011 and 2012
- Achieved 100% compliance in FDOT Triennial Review in 2011
- Achieved 100% compliance for Commission for the Transportation Disadvantaged Triennial Review in 2011
- Achieved 100% compliance in FTA audit in 2011
- Successfully implemented deviated fixed route service connecting four rural areas to Gainesville

Safety Training Manager, MV Transportation, Inc. (New York, NY)
2010 to 2010

- Managed safety and training functions for paratransit operation providing more than 9,000 passenger trips on a weekly basis through all five boroughs of the City of New York
- Oversaw compliance with policies of company, client, and regulatory agencies
- Oversaw 426 employees with seven (7) direct reports
- Reduced preventable accidents by 98.7%





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- Reviewed all vehicular, passenger and employee accidents/incidents for determination of cause and preventability, identified potential trends to be addressed in future training efforts for entire team, assessed retraining and safety points for individuals
- Ensured complete and accurate documentation of all training activities and accurate completion of all training related employee records
- Worked with corporate claims staff to ensure prompt and effective handling of all liability and worker's compensation claims with goal of reducing financial liability and recouping on all subrogatable claims
- Performed regular audits of employee training files and vehicle maintenance files
- Conducted regular facility safety audits ensuring compliance with OSHA and EPA regulations and related corporate policies
- Held responsibility for screening, hiring, and managing all safety department employees and training staff

Safety and Training Manager, MV Transportation, Inc. (West Palm Beach, FL) 2008 to 2010

- Managed safety and training functions for paratransit operation providing more than 7,000 passenger trips on a weekly basis in Palm Beach County (2,000 sq. miles)
- Oversaw 170 employees with three (3) direct reports
- Managed and implemented training programs that resulted in improved on time performance and safety
- Reduced accidents and worker's compensation claims
- Maintained records and updated files to meet contract, state, and federal requirements
- Ensured compliance with all environmental, health, and safety regulations

Education and Training

University of South Florida (Daytona Beach, FL)

- Florida Paratransit Florida Rural Transit Assistant Program

Northwood University (West Palm Beach, FL)

- BA in Management (Dual Major International Business/Management)

Federal Emergency Management Agency (FEMA)

- Certified incident and emergency responder

University of South Florida Center for Urban Transportation Research

- "Paratransit Management and Operations" certification course

Professional Affiliations

- Alachua County Council of the Blind, Member





Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

- B.O.L.D. At-Risk Youth Program, Business and Career Development Mentor

Demetrius Moring, Operations Manager

Mr. Demetrius Moring currently serves as MV's operation manager for its City of Gainesville and RTS ADA Paratransit service contract and understands the service area, the system, and its customers. Moring has a strong customer service background and is proficient in the use of Trapeze. In his current role, he is responsible for managing employees and holds direct responsibility for the daily operation of service. Mr. Moring is accountable for ensuring all departments operate at full efficiency and meet performance standards. He ensures safety regulations are being observed and meets daily with department heads to compare day's performance to previous day and review how the operation is performing in reference to contract goals and expectations.

From 2011 to 2013 Mr. Moring served as MV's dispatch supervisor at its Gainesville operation. In this capacity he was responsible for call center operations, including scheduling, reservations, and dispatching, while ensuring compliance with MV policies and contractual requirements.

Prior to joining MV in 2011, Demetrius served as an assisted living aide for the Lenora Mazon Med Waiver Agency in Gainesville, Fla., providing transportation to clients and assisting with off-site activities. He has also held retail sales associate positions with Forever 21 and ECS Solar in Gainesville.

MV is pleased to propose Mr. Moring as operations manager for the new contract term. Demetrius is committed to safety and ensures a safe work environment for his team. He is an excellent leader and understands how to deliver outstanding service quality to the CITY and RTS and the passengers through the next contract term.

Mr. Moring's resume is provided below.

Experience

Operations Manager, MV Transportation (Gainesville, FL)

2013 to Present

- Manage employees and hold direct responsibility for daily operation of service out of MV's Gainesville division.
- Responsible for ensuring all departments operate at full efficiency and meet performance standards.
- Ensures safety regulations are being observed.





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- Meet daily with department heads to compare day's performance to previous day and review how division is performing in reference to contract goals and expectations.
- Fill in for General Manager in his absence, assuming all duties and functions as needed.
- Ensures all passenger and client contact is completed with high degree of customer service and thoroughness. Monitor and track all complaints and compliments to ensure proper follow up.
- Monitor all vehicle accidents and incidents to ensure proper response, and that all information is transmitted to CITY and RTS.
- Monitors operators and staff performance to include spot checking various routes.
- Monitor all vehicle breakdowns/road calls to ensure proper response time and maintenance follow up.
- Monitor all dispatch activities to ensure division exceeds performance standards for contract.
- Monitor radio communications between dispatch and operators to ensure performance meets contract standards.
- Keep General Manager and client agency informed of late-running schedules.
- Report all operational standards, including on-time performance, to General Manager daily.
- Prepare and review current and next day's manifest for efficiency and operational performance.
- Issue attendance and other work rule infractions.
- Counsel and/or discipline employees, with appropriate verbal and written follow up; within company, and contract guidelines.

Dispatch Supervisor, MV Transportation (Gainesville, FL)

2011 to 2013

- Scheduled passenger trip requests manually or through use of Trapeze software system to achieve key performance indicators
- Monitored operators and trip status, making adjustments and reassignments as necessary to ensure on time performance exceeded contract requirements
- Assigned and optimized trips to maximize operator and vehicle resources
- Adjusted schedules to accommodate operator or vehicle shortages and mitigate service disruptions or delays
- Assisted operators in the event of emergency or vehicle malfunctions
- Communicated scheduling changes with passengers and operations staff
- Maintained and monitor telephone hold times minimized and within contract requirements
- Responded to and manage emergency situation as required by MV and client policy
- Promoted safety and maintain a safe work area to minimize employee injury
- Reviewed post-trip inspections and communicated potential problems to maintenance staff

Assisted Living Aide, Lenora Mazon Med Waiver (Gainesville, FL)

2010 to 2011

- Assisted clients with off-site social activities





Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

- Provided dependable and reliable transportation services to clients
- Developed meaningful relationships with the clients

Sales Associate, ECS Solar (Gainesville, FL)
2009 to 2010

Sales Associate, Forever 21 (Gainesville, FL)
2009 to 2010

Additional Skills

- Trapeze Software
- Scheduling
- Knowledge of Alachua County Areas
- Personnel Management
- Reservations/ Telephone Doctor
- Map Geo Coding
- Customer Service
- FLDOT Regulations Knowledgeable

Marsha Rivera, Administration / Finance Manager

Ms. Marsha Rivera is MV's administration/finance manager for its Gainesville, Fla. operation. She brings more than seven years of experience to the CITY and RTS' ADA Paratransit service along with proficiency in a number of accounting software applications and Trapeze, sound accounting and financial management practices, and accounts payable and receivable.

Prior to joining MV in 2009 in her current role, Ms. Rivera served as an accounting clerk for Green South Equipment, Inc. in Gainesville, Fla. Ms. Rivera holds a Bachelor of Arts in Business Administration/Accounting from University of Puerto Rico at Bayamon.

Ms. Rivera's resume is provided below.

Experience

Accounting Manager, MV Transportation, Inc. (Gainesville, FL)
2009 to Present

- Prepare monthly invoices to clients in a timely manner to ensure appropriate posting to general ledger
- Monitor accounts receivables to reflect up to date and current collections





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- Post appropriate credit/debit memos to maintain accuracy on the accounts receivables balances
- Submit accounts payables invoices for manager approval and payment from corporate office in a timely manner ensuring the accuracy of account charges and the timely payment of vendors
- Review accuracy of preliminary and final financial statements; prepare accruals and journal entries as needed
- Assist with preparation of annual budget and AOR report
- Create petty cash reimbursement requests and reconcile petty cash balance
- Process payroll for all employees and relevant fare deductions on a bi-weekly basis
- Print and distribute paychecks on a bi-weekly basis
- Address employee concerns and handle benefit enrollment, tax and garnishment questions, and requests for employment verification for various agencies
- Complete daily and monthly reports for managers and clients
- Support and monitor the quarterly inventory process and parts counting

Accounting Clerk, Green South Equipment, Inc. (Gainesville, FL) *2006 to 2007*

- Posted journal entries to the general ledger on a daily basis
- Performed accounts and statements reconciliation
- Collected check payments from customers, applied payments accurately to invoices, made the proper accounts receivable and cash journal entries
- Deposited checks in the bank through a computer program and recorded the transaction in the ledger
- Researched and prepared reports analyzing accounting and administrative data
- Verified and entered in the system the appropriate accounting coding, due dates and discounts of accounts payable and whole goods invoices

Education and Training

University of Puerto Rico at Bayamon (Bayamon, Puerto Rico)

- BA in Business Administration and Accounting

Professional Affiliations & Awards

- Member, Accounting Student Association, University of Puerto Rico at Bayamón, 2005-06
- Recognized by the IRS for public service contributed to the community through the VITA/E-FILE Program, May 2004





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Allen Brooks, Maintenance Manager

Mr. Allen Brooks is MV's maintenance manager for the CITY and RTS' ADA Paratransit service. Mr. Brooks brings to this project 15 years of vehicle maintenance experience and a number of training certifications, including ASE certification in brakes, front end, air conditioning and engine performance.

Since 2007, Allen has overseen all maintenance activities for the ADA Paratransit service. He schedules preventive maintenance inspections and repairs, and ensures the proper maintenance of vehicles, facilities, and offices. He signs off on DVIs, orders parts as necessary, obtains body shop estimates, maintains files for reporting purposes, and prepares reports as necessary. He recently completed a successful FDOT inspection with no findings.

Mr. Brooks joined MV in 2003 as an A-level technician for its Gainesville operation. In this role, he assisted with the preventive maintenance program, kept up-to-date DVI complaints and work orders, ordered parts as needed, handled and logged road calls, called vendors for body repair, order and replace transmissions, checked engine failure and ordered as approved, maintained office and shop facilities, and processed payroll. Additionally, he maintained safety standards, coordinated with dispatch on vehicle availability, kept the down board current at all times, and communicated with the general manager on all issues. He was promoted to the role of maintenance manager in 2007.

Allen has held auto technician positions with Jerry Auto A/C in Gainesville, Fla., and with Gulf Coast A/C Auto and Abraham Chevrolet in Tampa, Fla. His resume is provided below.

Experience

Maintenance Manager, MV Transportation, Inc. (Gainesville, FL)

2007 to Present

- Coordinate and monitor fleet maintenance
- Supervisor mechanic and utility staff
- Monitor mechanic performance through daily audits
- Perform vehicle parts inventory and ensure is maintained within the budget
- Successfully completed FDOT inspection with no findings (April 2011)
- Division was selected as the CTD Safety CTC of year 2011 – nominated by FDOT

A Level Mechanic, MV Transportation, Inc. (Gainesville, FL)

2003 to 2007





Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

- Performed preventive maintenance, diagnosis, service and repair of steering, suspension, brakes, engines, transmissions, differentials, electrical, wheelchair lifts, and air conditioning systems
- Performed analysis on damaged parts
- Maintained cleanliness of shop facility
- Assisted in inventory control

Auto Technician, Jerry Auto A/C (Gainesville, FL)

2002 to 2003

- Performed engine replacements
- Repaired A/C, brakes and electrical issues as required by the demand of the shop

Auto Technician, Gulf Coast A/C Auto (Tampa, FL)

2001 to 2002

- Performed tune-ups, A/C and electrical repairs
- Performed transmission and engine replacements

Auto Technician, Abraham Chevrolet (Tampa, FL)

1999 to 2001

- Performed tune-ups, A/C and electrical repairs
- Performed transmission and engine replacements

Training and Certifications

- Specialized Advanced Electronics, Bainbridge Jr. College (Bainbridge, GA)
- General Motors Tech 1- 4 Diagnostic Scanner Training (Jacksonville, FL)
- General Motors Training Division – EFI, TBI, ABS, SIR, Air conditioning, Engines and Transmission.
- Ford Diagnostic Oscilloscope Testing (Tampa, FL)
- IMAC Air Conditioning Environmental Certification (Tampa, FL)
- Tampa Technical Vocation – Engine Transmission and Electrical (Tampa, FL)
- Merlin Electrical System Training (Jacksonville, FL)
- MV University - Maintenance Manager Training (Fairfield, CA)
- Workplace Harassment and Discrimination – MV (Gainesville, FL)
- ASE Certified (brakes, front end, air conditioning, and engine performance) (Tampa, FL)
- Certified Drug and Alcohol Training – MV

Additional Skills

- Specialize in electronics, fuel injection systems, engines, transmissions and differentials, ABS, air conditioning, SIR systems, Braun lift systems, Ricon lift systems, FleetFocus, DVI systems
- Ability to prioritize work to assure repairs are done in a timely manner





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- FOOT Consortium board member

Jonathan Javier, Safety and Training Manager

MV is pleased to present Mr. Jonathan Javier as the safety and training manager for the CITY and RTS' ADA paratransit service. Jonathan is proactive in his involvement with the over-all culture of safety at MV's Gainesville location.

As the current safety manager for MV's Gainesville facility, Jonathan focuses on compliance and overall safety. He serves as the Chairperson of the Safety Committee over operators and staff. Jonathan is responsible for the review of safety concerns and provides recommendations to management for additional safety efforts. To increase productivity and enhance customer service, Jonathan continues to implement training programs with clear guidelines. He regularly conducts audits of employee training files and vehicle maintenance. He also ensures that the facility is compliant with OSHA and EPA regulations and all other related corporate policies.

Mr. Javier started working for MV as a paratransit vehicle operator in 2013. Here he provided excellent customer service for his passengers. He was adept at ensuring the safety and security of every person on his vehicle. Jonathan's attention to detail regarding safety and training earned him a reputation for being a reliable source for procedural information. He was quickly promoted to road supervisor and trainer, where he could continue to focus on the safety of both the fleet and the passengers. As a road supervisor, Jonathan assisted MV staff with service issues and passenger related situations that occurred both at the facility and in the field.

A goal driven transportation safety expert with a proven ability to manage safety operations at the MV facility in Gainesville, Jonathan Javier will continue to provide excellent service as the safety and training manager for the ADA Paratransit service. His resume is provided below.

Experience

MV Transportation, Inc. (Gainesville, FL)

Safety and Training Manager

February 2014 to Present

- 100% compliance in 2013 Florida Department of Transportation Audit
- Lead MDT training for current and new operators
- Design and implement training programs to improve safety and enhance customer service
- Conduct site checks and road observations according to client, local policy and safety department requirements, document findings accordingly, and provide necessary reports to project staff





Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

- Conduct wheelchair securement and vehicle cleanliness checks on in service vehicles
- Monitor street operations for on-time performance and schedule and route adherence
- Provide customer information for site personnel and at key locations
- Respond to accidents and incidents; collect all required information, assist dispatch and operations staff in resuming service levels according to contract specifications and minimizing passenger disruptions
- Assist General Manager on the review of all vehicular, passenger and employee accidents/incidents for determination of cause and preventability, identifying potential trends to be addressed in future training efforts as well as ensuring that retraining and safety points are assessed according to company policy
- Accompany operators to medical facilities as required after accident or injury; ensure proper administration of post-accident drug and alcohol testing
- Conduct gate checks at pull-out or pull-in times ensuring on-time service and proper completion of necessary paperwork including manifests and pre- and post-trip inspections
- Identify potential rerouting required as a result of traffic, construction or accident situations
- Ensure that all operators are fit for duty, meet uniform and equipment standards and are in possession of proper licensing and certifications
- Participate in community outreach to identify potential new hire candidates as well as the most appropriate recruiting sources
- Provide and/or manage classroom and behind the wheel instruction according to corporate and client specifications in all aspects of vehicle operation in the course of passenger transportation, including defensive driving, service area familiarization, passenger loading, unloading and securement, proper manifest documentation, use of on-board equipment, accident and emergency procedures, dispatch and radio communications, and passenger sensitivity
- Provide monthly or annual ongoing/refresher training in topics relevant to the service and service area and in a timely manner
- Serve as the Chairperson of the Safety Committee of operators and staff and lead the review of safety concerns and recommendations to management for potential additional safety efforts
- Assist operations and maintenance departments in identifying additional or refresher training needs based on current trends within the employee base
- Ensure complete and accurate documentation of all training activities and accurate completion of all training related employee records
- Conduct regular audits of employee training files and vehicle maintenance files and conduct regular facility safety audits ensuring compliance with OSHA and EPA regulations and related corporate policies
- Ensure that operator performance reviews, ride alongs, road checks and evaluations are conducted according to local and corporate policy and requirements; provide feedback and follow up for operator performance reviews and identify individual training needs where necessary
- Ensure that all project training materials are up to date, that necessary supplies are available and that inventories are secured and kept up to date





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Road Supervisor / Trainer

April 2013 to February 2014

- In conjunction with corporate staff, managed all aspects of the Drug and Alcohol Testing program including pre-employment, random and post-accident testing requirements, and conducted regular reviews of local testing facilities ensuring compliance with corporate and federal policy
- Assisted operators with service or passenger problems
- Assisted dispatch and maintenance staff with vehicle change outs that occur in the field

Professional Paratransit Operator

February 2013 to April 2013

- Successfully performed scheduled manifest by picking up all clients on time and delivering them to their destinations safely and within a reasonable time frame
- Conducted pre- and post-trip inspections to ensure proper operating condition of vehicle and on-board equipment
- Ensured the safety of all passengers by use of appropriate on-board restraints
- Ensured safe and clean vehicle condition at the start and end of each shift
- Adjusted to variables in normal working conditions, including adverse weather, traffic and construction, passenger problems, accidents and trip changes
- Provided excellent customer service including assistance in boarding and de-boarding, supplying information, and responding appropriately in the event of emergency
- Diffused difficult situations and maintain order onboard vehicle
- Documented thoroughly the course of the day including odometer readings, times, and passenger information
- Accurately collected and reconciled cash fares collected from customers

Operations, Wells Fargo (Miami, FL)

February 2007 to January 2013

- Processed daily transactions with average worth of \$1.2 Million per day
- Oversaw the operations of five local branches within assigned region
- Provided optimal and consistent customer service
- Led region in account upgrades: Mutual Funds, Retirement Plans, and Capital Investment alternatives
- Assisted Regional Manager in supervision of operations in local branches

Education and Training

- Bellevue University (Bellevue, Nebraska)
- Accounting 2004 – 2006

Certifications

- Certified MV Safety Instructor





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- Certified Reasonable Suspicion Supervisor
- Certified DriveCam Coach and Trainer
- Certified Behind the Wheel Trainer
- FEMA Certified
- National Incident Management System Certified





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2. Regional Support Team

Ed Griffin, Vice President of Business Development / Government Relations

Mr. Edward Griffin works with MV’s clients and governmental decision-makers to promote the development of policy that is in the best interests of MV’s transportation clients and the passengers they serve.



For MV’s contract with the CITY and RTS, Mr. Griffin has worked to secure grant vehicles for the ADA Paratransit service.

Mr. Griffin began his career as a Medicaid Administrator for the State of Florida, based in Jacksonville. Here, he was instrumental in the transition of Medicaid transportation services into the coordinated model, formalized by legislation in Florida in 1989. As a senior staff member of the Commission for Transportation Disadvantaged, (CTD), Mr. Griffin provided technical assistance and oversight to the statewide community transportation paratransit program. He also served as a Commissioner on the Commission for the Transportation Disadvantaged (CTD) for two years, and was later active as a committee member in the Allocation Technical Working Group charged with developing formulas for the distribution of TD and Medicaid funds.

During his tenure as Technical Assistance Administrator for the CTD, Mr. Griffin developed a series of operational studies focused on each county’s paratransit service delivery and software system management. Results of these studies were used to assist the counties in improving productivity and on-time performance, while reducing staffing, call hold times and complaints.

Mr. Griffin holds a Bachelor of Arts Cum Laude in Social Science Education from the University of North Florida in Jacksonville, with postgraduate work in Health Care Administration. He has also served as a Peer-to-Peer Professional for the Community Transportation Association of America and the Federal Transit Administration – Intelligent Transportation Systems. Since 2007, Mr. Griffin has served as both president and vice president of the Florida Association of Coordinated Transportation Systems, (FACTS), which was instrumental in reorganization of the Commission.





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Edward Overn, Regional Vice President

Edward (Ed) Overn has served as MV’s regional vice president since 2005. He joined MV after serving in a variety of senior level positions in public transportation, working in both emergency transport and public transportation. For more than two decades Ed has served the transportation needs of individuals, focused primarily within Eastern and Midwest U.S.



The former district manager of Midwest operations at Laidlaw Transit Services Inc., Ed’s resume demonstrates a unique breadth of operating and managerial experience across multiple modes of passenger transportation. While serving as the project manager under Laidlaw’s contract with the Massachusetts Bay Transportation Authority, Ed was responsible for all ADA paratransit operations throughout Metro Boston. Mr. Overn also served as Vice President of Operations at MedTrans New England and American Medical Response.

Bringing superior understanding of contracted transportation management and publically funded operations, Ed and his team will support MV’s local team and the County in the operation of the Palm Tran Connection.

Ed is MV’s representative for this operation, and oversees MV’s compliance with the terms and conditions of its contract. He will manage service quality and confirm that MV is living up to the promises made in this proposal. He leads the support team assigned to this contract, and will have authority over resource commitment and oversight.

Mr. Overn works closely with Kelly Gonzalez to ensure the ADA Paratransit service is running efficiently and safely.

Ben Kletti, Director of Maintenance

As MV’s director of maintenance, Mr. Kletti audits MV’s operations and maintenance facilities, ensuring that all facilities, fleet, and equipment assets are maintained appropriately and safely, and complied with guiding local, state, and federal regulations, including OSHA, DOT, OEM, and environmental standards.



Beginning his career with Greyhound Lines, Inc. in 1999, Mr. Kletti has 15 years of passenger transportation and





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vehicle maintenance experience. Ben joined MV in 2007 as its director of maintenance and for five years held oversight for the maintenance of some of the company's larger contracts, including those in Baltimore, Chicago, Philadelphia, and Louisville.

Ben gained significant experience during his tenure with Greyhound, where he progressed through the ranks to garage manager with oversight of a 20-person team. He also worked as a regional manager for Shuttle Bus Leasing in Tucson, AZ. His hands-on leadership and significant fleet maintenance knowledge result in safe and reliable service for all passengers.

MV's regional maintenance and safety support team visits MV's Gainesville location frequently to ensure that safety and operational excellence remain the primary focus. They also conduct audits of the facility and operation.

Eric Kahn, Director of Safety



Mr. Eric Kahn brings more than two decades of safety management and workplace safety experience. He is the former senior director of corporate environmental, health and safety program for the Metropolitan Transportation Authority's operation of the Long Island Bus, and has had oversight of workforces in excess of 1,000 people. He is a talented safety professional whose education in health and workplace safety spans a variety of industries; however, he holds demonstrated proficiency in transportation safety.

Eric joined MV in 2008 and serves as MV's director of safety, working closely with his assigned locations to ensure all safety and training procedures are within MV and client standards. Eric conducts audits of all safety and security related operations and works with the local team to garner any additional support needed in this critical area.

Prior to joining MV, Eric served as Senior Safety Consultant at Safety Outsource Service, Ltd. in Bohemia, New York. He specialized in implementing procedures that ensured his clients adhered to all local, State, and Federal safety regulations.

Eric is a member of the American Society of Safety Engineers and holds a Master of Science in Safety Management.

Wesley Adams, Director of Accounting

Wesley (Wes) Adams joined MV in 2009 as its director of accounting for the Southeast region. For more than two decades, Wes has served as an accountant





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primarily in real estate before making the move to passenger transportation. Wes works with his operational support team to ensure all locations comply with contractual requirements, GAAP standards, and MV policy. Focusing on cost containment and fiscal responsibility, he works with MV's managers and division-level accounting teams to ensure all procedures are in place and all personnel are appropriately trained.

For MV's service to the CITY and RTS, Mr. Adams regularly attends the local coordinating board meeting and provides valuable insight regarding financial matters relating to the system.



Wes began his career as a land accountant for General Homes, Inc. in Tampa, Fla., where he handled land related financial reporting. He later moved to real estate, working as a senior accountant for Walter Industries, Inc. in Tampa, Fla., and then as a controller for its subsidiary. From 2001 through 2009 he served as a regional vice president of financial operations for Mercedes Homes in Melbourne, Fla., where he had oversight of more than \$500M in revenue. Wes has a Master of Business Administration and a BA in accounting.

Additional Support Services

MV makes a significant investment in the corporate support provided to each of its operations. Over 100 employees in centralized corporate departments (operations, maintenance, information technology, safety, risk management, human resources, payroll, accounting, and legal) provide support services to MV's local teams. This approach reduces costs and improves flexibility to support local operations, based on the specific needs of the location.

3. Hiring including Criminal Background Checks and Drug and Alcohol Program

MV understands that its operators, supervisors, and staff must possess the professionalism and positive demeanor to appropriately represent the CITY and RTS in the provision of this service. A strong and stringent hiring process is essential to identifying the best candidates to fill this role.

After an interested applicant completes an application online, the application is reviewed by the on-site hiring manager. If the application demonstrates that the





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candidate has the experience needed to perform the job, the candidate is invited to an interview.

The hiring manager uses behavior-based interviewing techniques to demonstrate the applicant’s past behaviors and how they will fit at the company. Interviews focus on driving abilities, as well as strengths in customer service. After a candidate successfully completes the interview portion of the process, their credentials are qualified.

MV’s qualifications department manages and processes all employment screens pursuant to company policy and client standards. All qualifications personnel are trained in the complete and unbiased employee screening process.

Using a paperless application process, applicants submit their qualifications online and the following background checks and reviews are performed:

Review Type	Description	Criteria
Motor Vehicle Record Review	<p>Applicants must provide a current and valid driving record that shows an applicant’s driving history, from the Florida Department of Highway Safety and Motor Vehicles.</p> <p>Applicants must have possessed a valid Driver’s License from any U.S. State for the last three years.</p>	<p>The operator must not have accumulated more than three (3) points within the previous twelve months or during any twelve month period in this contract.</p> <p>No license suspensions or revocations for moving violations within the last three years, with no DWI/DUI convictions within the last 10 years.</p> <p>Driving records are reviewed on a semi-annual basis, or more frequently depending on contract requirements; no more than 3 points accumulated during any twelve-month period in this contract.</p> <p>If violations are identified that are not reported, the operator will be interviewed and possibly released for failing to report the violation.</p>
Criminal History Checks	<p>MV conducts background checks on all employees through Private Eyes Employment Investigators.</p>	<p>Applicants with a felony criminal conviction within the last 10 years will not be eligible for employment.</p> <p>Job applicants with convictions of violence or sexual offenses, whether felony or misdemeanor, are not</p>





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		eligible for employment with MV.
Prior Employment References	MV conducts reference checks with former employers as part of the hiring process.	Poor references may be cause for rejection.
Pre-Employment Drug and Alcohol Screen	All offers of employment are contingent upon successful completion of a drug and alcohol screen.	The presence of any controlled or illegal substances is cause for rejection. Consistent with MV's FTA approved Drug and Alcohol Prevention Program safety-sensitive employees are subject to random screening.
Pre-Employment Physical Examinations	Employees in a safety-sensitive position (i.e., operators, mechanics) must also undergo a pre-employment physical examination performed at MV's expense by a physician of the company's choice. Other exams may include a DOT physical or other physical testing.	Exam and/or testing must verify that the applicant can meet the qualifications of the position.

Language Requirements

Applicants must communicate effectively in English. All applicants must complete a job application in English, and during the interview MV confirms the candidate has the required language skills to be successful in his or her job. The applicant must demonstrate proficiency in conversational and written English and the ability to effectively communicate with the general public, successfully complete all paperwork, and follow instructions from supervisors and the CITY and RTS.

MV's operation for the CITY and RTS has three bilingual (Spanish and English) managers - Marsha Rivera, Kelly Gonzalez, and Jonathan Javier. If needed, a member of MV's management team is available to communicate with Spanish-speaking individuals and enhance the level of customer service provided.

Drug and Alcohol Testing Program

MV's Zero Tolerance Drug and Alcohol Testing Program is critical to its provision of a safe, healthy, and productive work environment. All of MV's employees are subject to the four drug and alcohol screening types, pursuant to their employment category (safety sensitive versus not safety sensitive):





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- **Pre-Employment** – All offers of employment are contingent upon the successful completion of a pre-employment drug screen. Failure to submit to said test, or a positive screen, results in revocation of the offer of employment.
- **Random** – All safety sensitive employees are automatically entered into the company pool for random testing pursuant to FTA regulations.
- **Post-Accident** – MV conducts DOT post-accident drug and alcohol testing immediately for any employee who is involved in an incident or accident meeting FTA/DOT criteria. If the accident does not meet the FTA/FMCSA testing criteria, MV will reserve the right to test any safety sensitive employee after any accident/incident regardless of the severity of the accident/incident.
- **Reasonable Suspicion** – This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of the influence of alcohol/ drugs. All frontline personnel are observed by supervisory personnel who are certified as having completed the DOT Supervisor’s Class in Reasonable Suspicion Training in Drug and Alcohol.

**Under MV’s Zero Tolerance Drug and Alcohol Testing Program, a positive screen or refusal to be tested under these conditions results in termination of employment.*

Mrs. Esther Avalos, Director for Drug and Alcohol Compliance, administers MV’s Zero Tolerance Drug and Alcohol Testing Program. It is regularly updated and complies and/or exceeds FTA and DOT requirements. MV has successfully completed each FTA audits to which it has been subject.

Random drug and alcohol testing selections are determined using MYeScreen[®] software, a state of the art, computer-generated selection process program that randomly selects individuals (donor) for testing without showing discrimination. These assignments are available to the location on the first of each month to begin performing testing immediately.

MV uses local occupational health clinics to perform the urine and breath alcohol collections for testing. MV contracts with Alere Toxicology for laboratory services, Dr. Stephen Kracht for MRO services and National Counseling Resources for substance abuse professional services. Duo Research handles blind quality control sample testing. All results are transmitted to Mrs. Avalos, who processes the information and provides it to the local management team.





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All employees receive FTA compliant training that outlines MV's Zero Tolerance program during initial training. Drug and alcohol testing procedures are addressed as part of initial employee training and annual supervisor training.

Employee Retention

MV employs a number of strategies to reduce turnover in its local operations, including:

- **Competitive wage scaling:** By researching nearby job competition to understand what financial packages best meet the needs of the local employment market.
- **Continued education:** Ongoing training improves job attractiveness, keeps employees motivated and engaged, and demonstrates MV's willingness to invest in its employees. MV provides on-the-job training, offers a number of continued training opportunities via web-based packages, hosts companywide training classes, and encourages employees to obtain new certifications. For example, MV commonly sends members of its Gainesville management team to Tampa for advanced training through the Center for Urban Transportation Research (CUTR).
- **Opportunities for promotion:** MV is committed to promoting from within and maximizes those opportunity as much as possible.

Several of MV's key managers for the CITY and RTS have advanced within the company. General Manager Kelly Gonzalez joined MV as Safety and Training Manager; Operations Manager Demetrius Moring joined MV as dispatch supervisor; and Safety and Training Manager Jonathan Javier joined MV as a vehicle operator. In addition, Maintenance Manager Allen Brooks joined MV as an A Level mechanic.

- **Employee recognition programs:** Employees that demonstrate proficiency in their jobs, and those that set the standard for exemplary performance are rewarded in employee recognition programs.

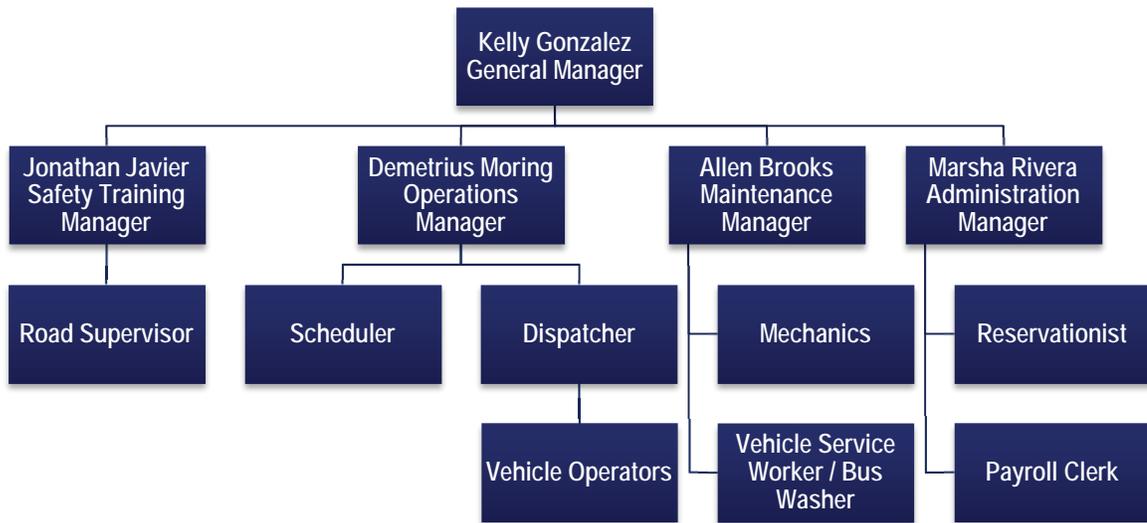




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4. Staffing Plan including Staff Allocations

Organization Chart



Staff Allocations-Alachua County Community Transportation Coordinator

Position	Number
General Manager	1
Operations Manager	1
Safety Training Manager	1
Maintenance Manager	1
Administration / Finance Manager	1
Reservationist	3
Scheduler	1
Dispatcher	4
Road Supervisor	1
Payroll Clerk	1
Mechanics	2
Vehicle Service Worker/Bus Washer	1
Vehicle Operators	45 total, 43 FT and 2 PT





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Job Descriptions

Vehicle Operator

Vehicle operators are the critical interface to passengers and must appropriately represent the CITY and RTS. The ideal operator candidate has a safety-first attitude, a professional and caring demeanor, and excellent people service skills.

The primary responsibility of the vehicle operator is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled time points. Vehicle operators respectfully respond to customer inquiries about the service. Upon consent, operators respectfully assist passengers as they board the vehicle and aid those who agree to assistance in securing their mobility device.

When operators report to work, they first check in at dispatch, obtain their manifest and vehicle assignment. They then proceed to the yard and perform a pre-trip inspection, coordinating with the yard supervisor and/or maintenance team to correct any safety issues discovered. Once the pre-trip checklist is complete, operators are cleared for pullout.

They are trained to use all appropriate on-board technology, including MDTs and must demonstrate proficiency in all dispatch communication procedures. Vehicle operators coordinate with dispatch via the MDT and radio regarding no shows, late cancellations, changes to manifests, vehicle malfunctions, accidents, and/or other disturbances.

All operators are required to wear a uniform provided by MV. Uniforms are kept clean and neat to present a professional image. While on duty operators wear color photo IDs with their names and badge numbers clearly visible at all times.

Upon return to the yard, vehicles operators perform a post-trip inspection and submit all completed paperwork to dispatch.

General Manager

(Kelly Gonzalez) The general manager is the daily operational liaison between MV and the CITY and RTS. This person must embody the spirit of the ADA Paratransit service and work in partnership with the CITY and RTS, the local team, MV's corporate support personnel, and the riding community to realize the mission and vision of the CITY and RTS.



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This person is responsible for the safe and high quality operation of the transit system. This responsibility encompasses all efforts defined within the scope of work, including safety, training, maintenance, personnel oversight, operating performance, data collection, reporting, community relations, budgeting, accounting and finance, adherence to policy and procedure, and more.



MV's general manager meets with CITY and RTS staff several times a week to provide updates on service quality, performance numbers, possible trends, and/or other statistics requested. In order to improve the ongoing education and training of its management team, MV requests that general managers attend periodic conference calls, training sessions, as well as regional and national meetings hosted by MV's support team. With Vice President Ed Griffin, he represents MV in community meetings, coordinates events with local charities, and/or organizes volunteer efforts from MV's local operation.

Operations Manager

(Demetrius Moring) The operations manager is the daily liaison between MV's local field personnel and local management team. This person oversees the safe and efficient operation of daily service, in compliance with CITY and RTS policy and in conformance with MV standard operating procedures. This person has oversight responsibility for all operators, dispatchers, and schedulers. The operations manager coaches and counsels employees and administers progressive discipline when needed.

The operations manager reviews all logs and paperwork from the dispatch office, and ensures all operator, dispatch, and scheduler shifts are covered. He works closely with the dispatch and reservations office to confirm vehicle operators are properly supported. This individual works to monitor service and make sure it is delivered on time and meets the expectations of the passengers.

The operations manager assists in HR functions, managing employee files, and monitoring attendance records. He also holds responsibilities in the complaint investigation process, serving as an additional liaison to passengers, clients, and community members.



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Safety and Training Manager

(Jonathan Javier) The safety and training manager oversees the safety and training related activities of the location. He is responsible for ensuring effective training of MV's team and the safe operation of all service, equipment, and facilities.

This person is the safety officer and the emergency coordinator for MV's location, serving as the company's liaison to local authorities that support safety and emergency preparedness. He leads all emergency training and makes sure that MV's team is ready to respond to the needs of the community in the event of an emergency. This person also has oversight responsibility for road supervisors.

He is responsible for establishing the schedule and curriculum for ongoing training activities, and maintains all training documentation for employees as required. This person leads all accident and incident investigation, manages awards for safe driving, facilitates safety meetings, and directs the activities of the safety committee.

He oversees the review of video clips downloaded from the DriveCam system and ensures proper follow up. He is responsible for the preparation for and compliance with all audits including State, Federal, and Florida DOT, and MV regional audits. He also administers the FTA Drug and Alcohol prevention program. The safety and training manager is responsible for the creation and maintenance of an overall culture of safety at MV's location.

Maintenance Manager

(Allen Brooks) The maintenance manager is responsible for the safe and effective operation of the ADA Paratransit service fleet. Under the guidance of MV's regional director of maintenance, this person coordinates and oversees all scheduled and unscheduled maintenance inspections and repairs. The overall mission of this position is to protect the fleet and maximize its useful life by ensuring it is well maintained pursuant to all OEM, CITY and RTS, FDOT, OSHA, and MV standards of safety, operation, and appearance.

The maintenance manager schedules and monitors all fleet, equipment, and facility maintenance activities – those performed both in house and those contracted to outside vendors. He schedules all preventive maintenance inspections, coordinating with dispatch in order to maximize fleet availability; as such, he possesses a strong understanding of service demand peaks. He is accountable for adequate staffing and supervision, as well as for the performance of the maintenance team.

This position coordinates with equipment manufacturers regarding warranty issues and specialized training needs. The maintenance manager manages MV's





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relationship with vendors/suppliers for the provision of any outside repair work and ancillary services.

The maintenance manager works closely with the assigned regional maintenance director, who ensures that all requested maintenance support resources are provided as needed.

Administration / Finance Manager

(Marsha Rivera) The administration manager provides critical employee support through payroll and HR functions, and directly supports the operation through management of accounts payable and supervision of the reporting process.

Duties include preparing A/R billing invoices for all clients; monitoring A/R to ensure current collection; reviewing, correcting and forwarding A/P invoices for payment; creating credit/debit memos as necessary; posting journal entries and accruals on a monthly basis; processing payroll for all staff and operators and fare box deductions; creating petty cash reimbursement requests; preparing the annual operations report; submitting the NTD Report and preparing the Operations Report and other reports as required; and addressing employee concerns regarding benefits enrollment, W4 tax forms, verification of employment, garnishment.

This person also has oversight responsibility for reservationists and the payroll clerk.

Reservationist

The reservationist is primarily responsible for answering calls and interacting with the passenger base who are booking trips. This position is responsible for trip request intake using the Trapeze system and scheduling those trips at the time of the call. They use preset Trapeze templates to aid in this process.

Reservationists provide superior customer service and must remain professional, patient, and responsive at all times. They are proficient in the use of Trapeze and maximize its use to minimize call time duration, and as a result shorten hold times.

The reservationist accesses trip requests for both demand and subscription service. When necessary, they negotiate trip times as permitted by the ADA, and as allowed by CITY and RTS policy.

Scheduler

The scheduler is a valued member of MV's team and is responsible for optimizing service requests so that trips are routed in a way that maximizes on-time





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performance and meets customer expectations. This position must be proficient in the Trapeze software and its best use practices.

The position creates initial routes in Trapeze and then makes manual adjustments for improved performance. They interact regularly with the dispatchers and reservationist to obtain feedback on system performance.

Other duties include evaluating and making recommendations regarding Trapeze templates, and managing subscription schedules.

Dispatcher

The dispatcher directs all on road operations that occur from the daily pull out to return to yard. This position coordinates with vehicle operators while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions.

Dispatchers have responsibilities in the supervision of operators – they manage report times, vehicle assignments, distribution of bulletins and other information. They will also be trained in reasonable suspicion and are responsible for assessing fitness for duty.

This position acts in compliance with CITY and RTS policies, and in accordance with MV operating procedures. They monitor service delivery via MDT throughout the service day, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and on-board emergencies.

Standby operators are coordinated by the dispatcher in the event that an operator does not report on time. The dispatcher also coordinates with the maintenance department for vehicle exchanges, maintenance pulls, and submission of vehicle inspection/defect forms.

Road Supervisor

The road supervisor is stationed in the field and monitors on-road activities. These individuals ensure the safe and efficient operation of all vehicles, making sure service is of high quality.

Road supervisors respond to on-road situations (incidents, accidents, and passenger disturbances). They also provide on-road observations and perform passenger outreach.

Road supervisors are strategically placed within the service area in a way that minimizes response time. They are dispatched to the scene of any breakdowns, incidents/accidents, etc.





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Mechanics

MV’s mechanics perform all preventive maintenance and vehicle repairs as needed, including troubleshooting, diagnosis, and/or repairs to a broad range of vehicle systems including engine and emissions, drive train, brakes, climate control, electrical and specialty electrical systems, electronic systems, accessibility equipment, transmission, and steering and suspension. They also perform oil changes, tire changes, and fluid replacement. Mechanics complete work orders and PMI forms with comments.

Vehicle Service Worker/Bus Washer

Vehicle service workers/bus washers ensure the ADA Paratransit service fleet is cleaned to the specifications outlined in the RFP. These persons are responsible to clean each vehicle in assembly-line fashion as it comes in off the route. This position is also responsible for facility maintenance and cleanliness. Vehicle service worker/bus washer shifts are scheduled based on service needs and cleaning requirements as outlined in the RFP.

Payroll Clerk

The payroll clerk is responsible for the timely completion of payroll processing related duties. They also support accounting functions to include timely processing of the monthly invoice, as well as all accounts payable and accounts receivable. MV’s reservationists also reconcile manifests and serve as a backup reservationist.





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5. Training

a. Operator Training Program

In 2010, in partnership with the leading expert in transportation safety, Avatar Fleet, MV launched its state-of-the-art training program for all operators. This training curriculum uses adult education techniques, keeping trainees engaged and interested throughout the duration of training.



The program is supported across three principal domains, *affective, cognitive* and *behavioral*, through a blended approach to adult learning, based on Bandura’s Social Learning Theory. Under this approach, this training program focuses on positive attitude (affective), knowledge building (cognitive) and skill development (behavioral).

Classroom training includes a combination of facilitator-led discussion, DVD presentations, and short quizzes. Students actively participate in these interactive sessions, and develop their skills first in closed course skills-building activities and then under structured behind the wheel training. Training is based on comprehensive *driving standards* that detail every aspect of safe and defensive driving.

This program offers consistent and thorough training to all new operators. Its module-based format offers trainers the necessary flexibility to provide refresher and/or abridged transition training, or customize training to address specific areas of concerns such as Florida DOT 14-90 standards and hands on use of fire extinguishing equipment.

Training Formats

The entire new operator training program comprises five training formats: classroom training, pre-driving skills, observation, behind the wheel, and cadet training.

Classroom:	20.50 hours
Pre-Driving Skills:	4.50 hours
Observation:	26.00 hours
Behind the Wheel:	21.00 hours
Cadetting:	24.00 hours
Total:	96.00 hours



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Classroom Training

The instructor-led classroom training is based on an adult-learning interactive training model and uses video training modules which are reinforced by the written training/study guide.

The video training is presented through an interactive, panel-hosted discussion led by MV personnel.



Interactive Employee Panel Training Discussion

Topics include safety, defensive driving principles and techniques, hazards communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures. Detailed descriptions of the training modules are available upon request.

Testing occurs at the end of each module and at the end of classroom training with a cumulative, closed-book exam. Employees must pass with a score of 80 percent or higher in order to proceed to behind the wheel training.

Pre-Driving Skills

Designed to familiarize the student with the larger size and spacing of commercial vehicles before driving the vehicle on the street, the pre-driving skills course training requires that all students learn the use of multiple mirrors and vehicle controls.

Observation

Observation training is provided and gives students an opportunity to study the proper way to handle a vehicle. Once a student has successfully completed all pre-driving skills and observation training, they begin driving the vehicle on the street with a training instructor.

Behind the Wheel (BTW) Training

Behind the wheel (BTW) training focuses on honing specific basic driving maneuvers and skills necessary to ensure the safe operation of the vehicle under actual road operation. During BTW training, the student puts into practice what they have learned in the classroom and refines his/her driving skills with a certified trainer.



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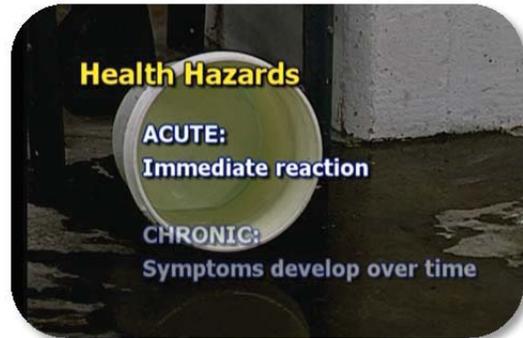
During this period, the student must demonstrate mastery of 26 specific defensive driving and performance skills before graduation.

Additionally, during BTW training, students visit major trip generators, such as Elder Care Senior Center, Shands Medical Center, and numerous dialysis centers. This familiarizes students with common stops and establishes relationships with staff and passengers within the service area.

Cadet Training

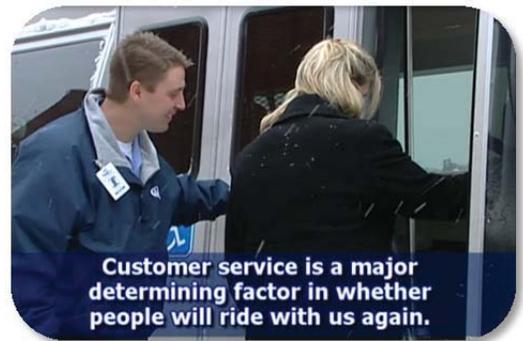
After completion of the behind the wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators will operate the vehicle and all on-board technology in service, and interact with the passengers on a practical level. During the training, the operator becomes familiarized with the routes, major trip generators, and the service area as a whole.

During this period, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented.



Post-Training Testing and Remedial Training

Before a student is released into service, he/she is closely monitored and receives a final road and training evaluation. Recognizing that not every operator is one hundred percent ready to enter revenue service after the base training program, MV offers up to 24 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.



Classroom video presentations build knowledge while keeping employees engaged and excited to learn.





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Training Highlights

Defensive Driving – LLLC

All accidents have a cause, which can always be traced back to one or more people – most commonly the operator of one of the vehicles involved in the collision. This underscores the importance of an effective defensive driving training curriculum.

MV built its training curriculum upon the Triple L-C, an elegant and easy-to-memorize defensive driving course that teaches professionals *The Four Driving Principles to Safety™*:

- Look Ahead™
- Look Around™
- Leave Room™
- Communicate™

By using these four principles, operators maintain the maximum amount of room around their vehicle, improve their visibility, gain the extra time and information needed to make critical decisions while driving, and effectively interact with others on the road to prevent collisions. Developed throughout the course, these concepts provide MV’s operators with everything they need to know to avoid collisions. Ultimately, the course helps operators see, think, and act their way through any driving situation.

Sensitivity and Passenger Assistance

Tips on Helping Visually Impaired

MV uses Alachua County’s training video, “Tips on Helping the Blind”, to assist operators and staff in how to appropriately and effectively interact with visually impaired individuals.

MV places great importance on operator sensitivity and safeguarding the dignity of its passengers. MV’s state-of-the-art, customized ADA Sensitivity Training Program is tailored to each contract and emphasizes courtesy, understanding, and the operator’s responsibility to serve all passengers, regardless of background or disability.

Practice and role-playing sessions are held with trainees to foster an experiential understanding of the challenges of navigating the system as a visually impaired passenger or as one who uses a mobility device.



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Operator training includes the study of different types of disabilities and mobility aids so that operators properly learn how to handle each one professionally and with utmost care. Training emphasizes how passengers in mobility devices generally require a greater level of time, attention, and particular sensitivity by the operator. It explains how the proper securement of the mobility device is critical to providing a safe, enjoyable ride for the passengers. To ensure ongoing safety for passengers, training and monitoring in this area extends beyond the initial training period.

Customer Service

All operators are provided four (4) hours of customer service training through the video-based START Training from Ergometrics. This industry-recognized program is highly effective at showing new and existing operators how to deal with all types of potential challenges from customers while engaging them in real world situations that commonly occur in public transit service.



START Training teaches operators the “how”, “when”, and “why” of providing customer service to passengers, coworkers, and supervisors, including making customers feel welcomed, establishing boundaries with customers, seeking assistance, communicating positively, problem-solving, and managing emotional escalation.

b. Dispatch and Reservations Training

On-the-Job Training

Dispatch and reservations training is administered across a 40 hour work week, primarily as on-the-job training. During the course of that training, the following subjects are covered:

- **Company Orientation:** About MV, employee handbook, company policy and procedure
- **Dispatcher Overview:** Introduction to the job, roles and responsibilities
- **Service Area:** Local geography familiarization
- **Customer Service:** Answering information calls, receiving customer comments
- **ADA:** ADA regulation and requirements
- **Telephone Doctor:** Telephone courtesy, customer relations and problem solving techniques (see description below)



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- **Radio Protocols:** Radio communication codes, emergency management over radio
- **MDT Use:** Communicating via MDT, monitoring MDT usage
- **Vehicle Monitoring & Personnel Control:** rollout log, bus assignments, use of standby, daily labor control, checking DVIs and paperwork.
- **Operator Supervision:** Reasonable suspicion, including video and handouts of the dispatchers' role in administering FTA drug and alcohol regulations. Includes "fit for duty" inspections, attendance procedures, and time clock management.
- **Emergency Procedures:** Accident / incident procedures, security and incident procedures, DOT emergency action plan implementation strategies, communicating to ensure prompt and appropriate response. Training for events such as passenger illness on bus, natural disasters, vehicle breakdowns, severe weather, violent passengers, etc.

In addition to on-the-job training, dispatchers and reservationists are trained in each of the programs described below.

Telephone Doctor® Phone Training

All office staff is required to attend the Telephone Doctor customer service training. This is a 2.5 hour program that focuses on improving communication with customers. The eight training modules are as follows:



- **The Service Mentality:** This teaches the proper mind-set for serving passengers, and identifies and highlights the basic characteristics and traits of excellent customer service.
- **Determining Needs:** Focuses on listening skills and questioning techniques, and teaches trainees how to become effective listeners.
- **Changing Perception:** Learning non-visual communication and relaying a positive attitude on the phone.
- **Coaching Skills:** Ways to improve performance and develop managers and supervisors through training, coaching and counseling,
- **Five Forbidden Phrases:** What they are and how passengers will react, and how to change the message to achieve results.
- **Six Cardinal Rules of Customer Service:** Real-life examples of what to do (and what not to do) when faced with common situations.
- **Proactive Customer Service:** Building rapport with regular callers, and providing adequate information the first time.
- **The Welcomed Guest:** Enhancing employees' ability to represent the service.





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Trapeze Specific Training

All reservations/dispatch staff are provided training in the Trapeze automated scheduling system. Training focuses on proper and expedient reservation handling and service optimization, and is offered separately from customer service techniques and call taking approach. A basic outline of this training is provided below.

Trapeze Training Topics	
<ul style="list-style-type: none"> Getting Started <ul style="list-style-type: none"> ▪ Logging in Incident Screen <ul style="list-style-type: none"> ▪ What is an Incident Screen? ▪ How to set up an incident screen ▪ What are run groups? ▪ How to read an incident screen Operator Pull-Out Procedures <ul style="list-style-type: none"> ▪ How to pull-out an operator Schedule Editor <ul style="list-style-type: none"> ▪ What is the Schedule Editor? ▪ How to set up the Schedule Editor ▪ Schedule Editor Rows/Columns definitions: <ul style="list-style-type: none"> – Violations – Run – Send – State Codes – Sub type – Space availability – Client ID numbers – Client name – Client location – City – Map Page – Scheduled Time – Estimated Time – Appointment Time – Actual Arrival – Actual Departure – Distance – Window Times – Fare Amount – Fare to Collect – Fare Collected – Comment Field Icon/Definitions <ul style="list-style-type: none"> ▪ Close current screen ▪ Previous and last screen ▪ Displays loaded schedules ▪ Previous and last screen 	<ul style="list-style-type: none"> ▪ Displays all runs operated on the selected day ▪ Displays operator manifest ▪ Displays passengers trips ▪ Displays unscheduled list ▪ Passenger booking and eligibility info ▪ Find dialogue box ▪ Previous and last run in chronological order ▪ MDT center ▪ Loaded and unloaded schedules ▪ Go to Pair ▪ Zebra mode ▪ Rescheduling ▪ Tracker action insert ▪ Tracker action browser ▪ No show ▪ Edit booking ▪ Dispatch by voice ▪ Arrive and Perform ▪ Vehicle breakdown wizard ▪ Display and follow on AVL map Trip Coding <ul style="list-style-type: none"> ▪ What is a trip code? ▪ How do you code a trip in Trapeze? ▪ Definitions of Trip Codes <ul style="list-style-type: none"> – No Show – Missed trip – Late cancellation – Advance cancellation – Same day cancellation – Missed dwell – No show/carrier late – Cancel at door – Missed but transported – Site closure cancel – User error cancel ▪ Improper coding vs. proper coding Edit booking: <ul style="list-style-type: none"> – Geo-coding trips – Booking “no-strand” trips





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Mary West, MV's IT Special Projects Manager has advanced many initiatives including development of MV's on-line training program. Mary has significant Trapeze experience and has set new standards for MV's Trapeze training program.

c. Road Supervisor Training

In 2013, MV again partnered with AVATAR in the creation of a custom road supervisor development program. The program comprises six (6) courses designed to improve coaching ability, increase safety awareness, and ultimately reduce incident frequency and improve customer satisfaction. The training program uses an adult learning platform that addresses the following topics:

- *Observation Techniques:* This provides an overview of the training and discusses the role of the road supervisor in shaping operator behavior. Trainees learn how to properly observe operator performance.
- *At-Risk Operator Behaviors:* Trainees learn to identify and correct behaviors that put operators at risk for accidents.
- *Teaching Triple L-C in the Field:* Trainees learn how to give specific feedback to operators about driving defensively and preventing accidents by using the Four Driving Principles to Safety. (Look Ahead™, Look Around™, Leave Room™, Communicate™)
- *Communication Essentials:* Trainees learn effective communication methods and develop skills to improve operator outcomes through increased positive communication.
- *Coaching the Professional Operator:* This course teaches trainees the basics of coaching professional operators. A distinction will be made between coaching, training, and orientation. Additionally, this course will discuss the two types of coaching as well as teach supervisors how to coach and deliver feedback.
- *Accident Investigation & Follow-Up Procedures:* Trainees learn the techniques for gathering complete, accurate and objective accident data used to arrive at true root causes and determine corrective action. They learn to further examine and analyze data as a means of preventing injuries, property damage and financial losses.



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d. Maintenance Training

Basic Training

Candidates hired to MV's shop are required to have the maintenance experience necessary to perform their duties. Once hired, a company orientation and on-the-job training in MV and CITY and RTS policy, procedures, and requirements is provided. This training is provided by the maintenance manager and the shift lead.

Basic maintenance training includes a demonstration of all tools and equipment (including Trapeze EAM MMIS system), and review of all safety procedures and hazmat requirements. Upon completion of initial orientation, MV also provides basic training in the following areas:

- Basic repair skills/preventive maintenance
- Basic electrical training
- Air systems and brakes
- Vehicle electrical systems and multiplex
- Suspension and steering
- Engine service, tune up, and troubleshooting
- Transmission diagnostics and service
- Bus air conditioning and heating

Ford Motor Company Training

In support of providing the most qualified and skilled technicians to its clients, MV offers exclusive access to all Ford Factory training through the Service Technician Specialty Training (STST) program.

This program encompasses dozens of courses across ten specialties (electrical, engine performance, engine repair, diesel engine performance, diesel engine repair, steering and suspension, manual transmission and drive train, automatic transmission, climate control, and brakes.) This training ensures comprehensive and progressive training based on experience, skill, and previous education/training. New model training provides an overview of required maintenance, diagnostics and systems in new vehicles – in time for the arrival of new vehicles.



This training ensures comprehensive and progressive training based on experience, skill, and previous education/training. It addresses vehicle systems evaluations, repair practices and procedures. Under this partnership with Ford, unlimited online and classroom training is available.



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The added benefit of this training is the availability of courses that apply universally, including electrical, climate control, steering and suspension, and basic braking; these courses support MV's mechanics' care for the Chevrolet vehicles in the fleet.

ASE Certification Program

MV supports its technicians in attaining ASE certification, and pays for all practice tests and materials, as well as all testing fees. MV encourages its team to strive for ASE Master Certification, and offers a \$1,000 bonus for employees who obtain and maintain an ASE Master Technician certification status. This bonus is payable six months into the first calendar year of attaining certification. If an employee attains more than one Master Certifications, they become eligible to receive a \$500 annual bonus.



Factory and Manufacturer Training

MV coordinates with its parts and equipment vendors for periodic and ongoing technician training. The company provides OEM factory training from Ford, General Motors, Cummins, and Detroit Diesel, and works directly with manufacturers (including Gillig, El Dorado, Orion Ford, Chevrolet, Delco, Ricon, Braun, Goodyear, Supreme, and Bluebird) for training.

Florida Maintenance Training Consortium

Maintenance Manager Allen Brooks is a member of the Florida Maintenance Training Consortium, a committee of transit managers from the State of Florida. As part of this committee, Allen participates in discussions and decision-making for the Florida Maintenance Training and Technical Assistance Program (FTMP), in partnership with the FDOT and subject matter experts from Florida's transit agencies.

Mr. Brooks' participation in this committee offers him access to valuable, up-to-date training and information about vehicle maintenance for the ADA Paratransit service, which is passed directly to his maintenance team.





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Annual Refresher Training

All MV employees who have direct contact with ADA paratransit riders receive refresher training each year, and by passing the annual test demonstrate to the CITY and RTS’ satisfaction their proficiency in ADA paratransit and other relevant contract requirements. Operators will also receive hands-on annual fire safety training.

Operators

In addition to refresher training provided during MV’s monthly safety meetings, MV requires mandatory retraining at the following points of an operators’ employment:

Type of Retraining	When it is provided	Length of Training	Description of Training
Return to Work (after 30 days or more of inactive status)	Required when an operator returns from “inactive” status (from a period of 30 days or more).	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.
Post-Accident / for cause	Required for any operator who has received a “preventable” rating for an accident/ incident. This training must be scheduled and given within 10 days following the formal accident rating.	Varies based on the operator’s ability to perform the appropriate tasks to standard.	Post-accident retraining is focused on correcting driving deficiencies and standards that contributed to the accident. The operator must demonstrate ability to perform all of the required tasks to standard before being allowed back to driving duties.
Seasonal Refreshers	These refreshers are conducted in preparation of operations during certain periods of the year, typically in the fall.	Varies based on location and topics.	The training will include topics/material appropriate for the region, inclement weather, environmental, and traffic conditions.
Biannually	At a minimum of every two years	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.





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Staff and Dispatch Personnel

In addition to the 12 hours per year for monthly safety meetings, monthly departmental meetings are held where relevant topics are discussed. Customer service, efficient reporting, best uses of provided technology, etc. are discussed.

Supervisory Personnel

In addition to the 12 hours per year for monthly safety meetings, operations team meetings are held to discuss refreshers on reasonable suspicion, accident response, customer service, etc.

Maintenance Personnel

In addition to the 12 hours per year for monthly safety meetings, all maintenance personnel receive additional retraining as necessary. This is comprised of safety meetings regarding pertinent safety matters such as OSHA, hazardous materials cleanup, PPE, etc.; as well as regular retraining from vendor experts on brakes, electrical, air systems, etc.

6. Road Supervision

Road supervisors are responsible for the dissemination of critical information, such as service changes and system announcements to the operator team. They serve as the go-to resource in the field for MV's operator team.

They perform incident investigations, administer drug and alcohol testing procedures, respond to road calls, and resolve passenger disputes as needed. Based on their findings for these various activities, the safety training manager or operations manager will administer progressive discipline.

Road supervisors will perform operator evaluations to ensure that each operator is safely and correctly performing his or her job. Road observations are performed discreetly (and unannounced) without disruption to service, and include the following review types:

- **Observed Ride Checks:** Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator's credentials are checked to ensure proper certifications are up to date and in the operators' possession.
- **Unobserved Service Checks:** Unobserved service checks are random inspections that assess operators' driving and safety skills from the road. Road



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supervisors perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.

- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operators’ ability to safely and properly secure a mobility device. The supervisor meets the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle, and closely observes the manner in which the mobility device is secured.
- **Pullout Inspections:** Pullout inspections are unannounced . A supervisor that is stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.

D. ADA CPS Requirements and Experience

MV was founded for the sole purpose of mobilizing the transit dependent senior and disabled communities. Its founding predates the enactment of the Americans with Disabilities Act by nearly 20 years, and defines MV’s responsiveness to satisfying the needs of its communities. Further, this confirms MV understands quality paratransit service, and its importance to its passengers and their freedom.

MV fully understands and will continue to comply with all aspects of ADA Complementary Paratransit service requirements including those detailed in the CITY and RTS’ RFP. MV’s ADA Training for its operators addresses ADA provisions for making public transportation readily accessible to individuals with disabilities, including individuals who use wheelchairs. This training stresses that complying with the requirements of the ADA is not only required by the law, but it’s also a display of professional skill and respect in the services provided to persons with disabilities. MV’s ADA Training includes:



- How the ADA extends to individuals with disabilities comprehensive civil rights protection similar to that provided to persons on the basis of race, sex, national origin



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and religion under the Civil Rights Act of 1964. As it relates to public transportation, the requirements mandated by the ADA.

- Provide assistance to people with disabilities with the boarding and alighting process whenever they request help. Assistance should be offered politely but never forced upon an individual who does not desire such assistance. This assistance includes making the lift available to passengers who do not use a traditional mobility device, for example, a passenger who uses a cane.
- Announce bus stops on fixed route service. This ensures that passengers who are visually or cognitively impaired will know when to get off of the bus. In the event that the automated Voice Enunciators are not online, the operator is required to call out stops.
- Ask ambulatory passengers to make the priority seating seats (if applicable) available for passengers with disabilities on fixed route service.
- Permit a disabled passenger who uses a mobility device (wheelchair, scooter, etc.) to be transported in the mobility device. While you can ask a disabled passenger to transfer to a bus seat, you cannot require the passenger to transfer to the seat if they choose to remain in their mobility device.
- Permit disabled passengers to board with their guide animals. This may include animals other than guide dogs.
- Verify the functioning of the lift device by cycling it each service day during the pre-trip inspection and documenting this on the daily vehicle inspection report (DVI).

E. Operations / Maintenance Facility

MV currently operates the ADA Paratransit service from an excellent facility located at 3713 SW 42nd Avenue, Suite 3, in Gainesville. This ADA accessible location within the City limits is on the bus line, and provides ample space to ensure appropriate vehicle storage and maintenance, operations and administration. The vehicle storage area is secure and outside.

F. Hardware and Software

MV understands its responsibility to provide all hardware and software in fulfillment of the CITY and RTS' ADA Paratransit service including the following:

Hardware

Mentor Ranger MDT

MV's proposal includes the continued use of Mentor Ranger mobile data terminals (MDTs) on the revenue fleet. This MDT serves as the primary method of communication between





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operators and dispatch, eliminating radio traffic, and giving dispatchers the time to focus on troubleshooting and issue management.

These units support moving to a fully paperless solution. Manifest data is queued up for the operator, providing on-screen passenger/trip data, with electronic maps and directional voice prompts.

Ranger supports voice and data communications, GPS vehicle tracking, Bluetooth, Wi-Fi, and vehicle telemetry, all fully integrated on a single, powerful platform. It is ruggedized and rated MIL STD 810F for shock and vibration. The units are remotely programmable, resulting in reduced costs.



Mentor Rangers have an integrated g-force sensor that tracks dangerous driving behavior, which would supplement the DriveCam system and offers turn by turn navigation.

In addition to the CITY and RTS' ADA Paratransit service, MV has worked with its clients in the implementation of MDT technology, and currently operates nearly 5,000 MDTs across the country – including more than 3,500 Mentor Rangers.

MV is pleased to provide this impressive technology and will continue to use it to its full potential to maximize the efficiency and effectiveness of the ADA Paratransit services.

Safe Driving Behavior Using DriveCam

For the upcoming contract term MV's proposal includes continuing the use of DriveCam powered by Lytx™ in each of the ADA Paratransit service vehicles. The flagship product of Lytx, Inc. (formerly DriveCam, Inc.), DriveCam is a powerful safety and risk management tool – and a significant component of MV's safety program.

Since 2004, MV has installed this product in its operating vehicles, which has resulted in significant improvements in on-road safety, operator confidence, and quality service delivery for both the CITY and RTS' ADA Paratransit service and the company's operations across the nation. Today, more than 8,000 of the vehicles operated by MV benefit from DriveCam.

The DriveCam Program allows for proactive operator behavior modification that addresses unsafe driving habits before an accident occurs. Through the systematic identification of unsafe driving behaviors, corrections can be made to reduce the number of vehicular incidents, and collisions in government and commercial vehicles. It has reduced vehicle damages and costs

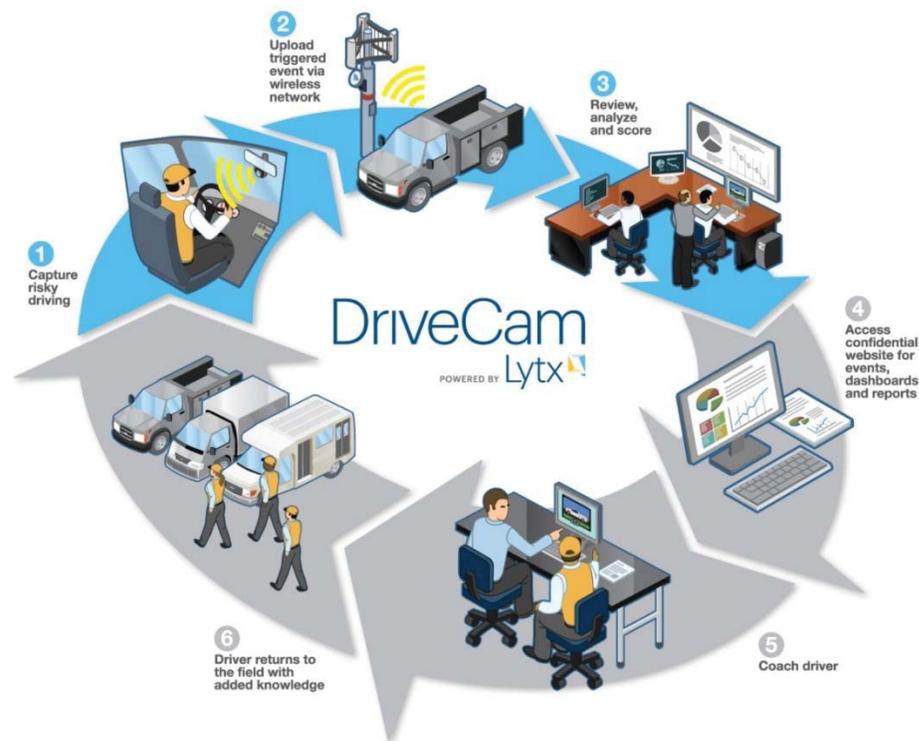


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(workers' compensation and personal injury) up to 80 percent² and is in use in more than 950 commercial and government fleets worldwide³.

DriveCam units are mounted on the vehicle windshield, and continually record on-road and in-vehicle images and sounds. The camera is triggered by either exceptional forces (caused by collision, stopping short, fast turns, etc.) or by using the manual panic button. When triggered the unit saves recorded events, 10 seconds before and after the driving event, allowing MV's local team to view the actions leading to the incident.

Built in GPS and wireless connectivity enables clips to be sent from any location and immediately after an incident occurs. Clips include specific data regarding event location, and vehicle movement and speed.



MV contracts with DriveCam Managed Services for all event review. Trained and certified Driving Risk Analysts review all event recordings and assign a risk score. Reviewed and

² <http://www.lytx.com/our-solutions/proven-benefits>

³ <http://www.lytx.com/press-releases/lytx-adds-140-new-clients-and-more-than-55000-drivecam-powered-by-lytx-subscriptions-in-2013>



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scored clips are published on a secure website and accessible to MV's management, regional, and support teams.

As coaching opportunities are identified, they are brought to the attention of the local management team who is required to follow up with the operator. Operators displaying unsafe driving habits are coached and retrained based on these scores. Those operators repeatedly displaying unsafe driving behaviors are disciplined pursuant to MV's employment policies. MV managers are evaluated on the percent of coaching opportunities taken compared to the total number of incidents.

MV has invested significantly with Lytx, and has developed subject matter experts in its corporate staff (Ms. Diana Finkle and Mr. Andrew Scott) to support MV's local team.

Although an employee of Lytx, Mr. Andrew Scott is assigned full-time to MV's operations and is based at MV's Dallas, Texas headquarters. Max's presence within MV's DriveCam program ensures the most up to date programs – including reporting and training – are offered to MV's customers. This also gives MV a direct line of communication with Lytx's executive team.

Software

Trapeze™ Paratransit Scheduling System

MV is pleased to offer the Trapeze™ paratransit scheduling system (the current version MV provides is 11.0.36.0). Trapeze eliminates the manual, time-consuming processes of paratransit management, and offers ways to automate planning, delivery, and measurement of service delivery. Add-on modules offer easy integration with mobile data terminals (MDT), interactive voice response (IVR), and AVL/GPS technologies, and also provide tools to manage the passenger certification process and complaint intake.

With the addition of Trapeze MON (described below), this system is immediately updated as operators perform trips on MDTs – allowing the dispatch team to monitor service in Trapeze as it is happening on the road. Similarly, as dispatchers update the system with late cancellations/trip changes or move trips onto different routes, these updates are immediately reflected on the operator's manifest. All trip information is saved to the Trapeze database for reporting and trip verification purposes, while changes are recorded in a system audit trail identifying who moved, cancelled, or otherwise edited each trip.

Trapeze MON

MV's proposal for the upcoming contract term also includes continuing e to provide Trapeze PASS-MON for the CITY and RTS' ADA Paratransit service. Trapeze PASS-MON is the module that integrates the mobile units with Trapeze in real time. This module





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communicates bidirectionally with the on-board unit's client side software and with Trapeze enterprise to affect real time communication with the PASS database. This component is critical to the mobile architecture of the real-time paratransit software. PASS-MON both transmits data to and from the MDT as well as receives real-time AVL updates regarding the location of the vehicle on a frequent basis.

G. Two-way Communication System

In addition to full use of MDT technology, MV also provides a two-way communication system at its Gainesville location to ensure continuous voice communication between operators and dispatchers. This state of the art two-way radio system is supplied and serviced by Fisher Communications. It gives a clear channel of communication between operators, dispatchers, maintenance personnel, and supervisors. Fisher Communication recently upgraded radios to ensure FCC compliance

H. Transporting Riders – Operations Plan

1. Compliance with CITY and RTS Requirements

As the CITY and RTS' current provider, MV will continue to comply with all requirements regarding transporting riders including:

- MV will schedule and provide trips to any ADA certified person when the request for service is made up to the day prior to the requested trip. All ADA Complementary Paratransit service will have response and travel times comparable to the fixed route system.
- MV will follow all prescribed definitions including response time and scheduled pick-up time.
- Assuming the vehicle arrives within the pick-up window, MV will also follow all service requirements including allowing the ADA paratransit rider five minutes to board the vehicle (unless additional boarding time is indicated on the manifest or schedule). Should the vehicle depart without waiting the full five minutes and fails to leave a no-show tag or fails to make a good faith effort to locate the customer, the operator will be sent back within 20 minutes. If another operator cannot be sent back within 20 minutes, a stand-by operator will be dispatched at no expense to the CITY or RTS.
- MV will notify the CITY and RTS staff within 25 minutes of occurrence of all passengers failing to appear for a scheduled trip.





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- MV will provide “Next Day” service and same day service requests will be accommodated as space is available.
- MV staff will be available for reservation service during all normal business hours and make provisions for reservations requests made on Saturday for Sunday trips, and on Sunday for Monday trips.
- MV acknowledges that riders can make reservations up to 14 days in advance, MV can negotiate pick up times up to one hour from the time the rider desires, and the rider must agree to any greater period.
- MV also acknowledges that the ADA Paratransit service is Door-to-Door service and will continue to require that its operators go only to the door or main lobby of the rider’s origin/destination and inform the rider of his/her presence.
- MV’s operators will never honk their horn to alert passengers of their presence or to return to the vehicle without offering assistance to the passenger. MV’s operators will also identify themselves to riders and be certain of the clients identity before proceeding with the trip.
- MV will transport scheduled PCA’s and Companions with eligible riders. They will be treated as a rider, and fall under the same rules and regulations as a rider. PCA’s will be transported without charge. Companions will be charged the rate agreed upon in the final contract.
- MV will transport service animals as defined per the FTA that are properly leashed and/or harnessed and under the control of their handlers at all times, in accordance with State and Federal Laws. MV’s operators can prohibit a dog from boarding if that particular dog poses a threat to the operator, other passengers, or other service dogs.
- MV will transport children, visitors, and pets in compliance with the CITY and RTS requirements. MV’s operators will also carry packages for the ADA passengers.

2. Reservations, Scheduling and Dispatch

Customer Service and Reservations

Telephones are staffed with personnel available for reservations and information calls Monday through Friday from 6:00 a.m. to 9:00 p.m.; Saturday 6:00 a.m. to 7:30 p.m. and 10:00 a.m. to 6:00 p.m. on Sunday during all hours of service. MV has a voicemail system for use outside of business hours (and on specified holidays).

Transportation must be requested by 5:00 p.m. the day before service is needed; same day ADA service requests are accommodated as capacity and schedule allow. Trip reservations are accepted up to 14 days in advance, as required.





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RTS provides ADA service after 9:00 pm in the late night service area. MV makes those reservations and coordinates service delivery with RTS for one or two passengers; when necessary MV provides late night service for groups of three or more.

Reservationists answer calls in the order received, and with a standard greeting: “Thank you for calling, how may I assist you today?” All dispatchers must attend MV-administered Telephone Doctor Customer Service Training, where they learn professional and respectful telephone skill and effective communication techniques.

MV uses the Florida relay system which allows the hearing impaired to communicate with MV’s reservationists and allows MV to meet customer service needs.

Trip Reservations

If the customer is interested in making a trip reservation, the reservationist asks them for his or her name or ID number, looks up their profile in Trapeze, and confirms their eligibility to use the service.

The reservationist creates a new trip in Trapeze, recording the pick-up and/or drop-off locations. When possible, the reservationist will make use of the common departure / arrival destinations saved in the customer profile screen of Trapeze. If the trip includes a new destination, the reservationist will record the location information in Trapeze, reading it back to the caller to confirm accuracy.

The reservationist confirms the trip details (including pick-up times) with the passenger. The reservationist inquires about any special assistance needed (such as carrying bags) and includes this

About Trip Negotiation

The Americans with Disabilities Act allows entities to negotiate pickup times with passengers. Most authorities negotiate the requested pickup time for trips to begin within one hour before or after the individual’s desired departure time. This maximizes service capacity, improves system productivity and aids in accommodating passenger demand.

Trapeze is a valuable tool in the negotiation and scheduling process. By establishing a requested time window in Trapeze, better solutions are given that meet the customers’ needs, while increasing the entire transit system capacity by allowing more productive scheduling. The reservationist can review the impact the trip time has on a route and make informed decisions about when to negotiate.

MV understands that trip negotiations is a unique skill and provides scripts and training to assist staff in this area.





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information in the comment section of the manifest so that the operator may provide assistance within the program policies.

Once the reservationist records and confirms all trip details, he or she submits the trip request and Trapeze presents the reservationist with the best available options for scheduling the trip. If the reservationist is unable to schedule the trip at the exact time requested, he or she will attempt to negotiate a trip within one hour of the originally requested time.

If the trip cannot be successfully negotiated, the dispatcher documents the trip as a denial pursuant to ADA regulations, and offers the passenger the opportunity to be placed on a standby list.

At the end of each call, the agent thanks the customer for their business.

Subscription Trips

MV will schedule subscription trips pursuant to ADA regulation and CITY and RTS service policy regarding the maximum allowable percentage of subscription trips. MV will review subscription service monthly to confirm it does not exceed service requirements. MV provides the CITY and RTS with a list of subscription service pickups and drop-offs, their schedule, and productivity.

MV uses Trapeze in more than 50 locations and its team is highly experienced in building route templates that optimize large groups, maximize productivity, and maximize on-time performance.

Planning for Productivity and On-Time Performance

MV builds and maintains templates to create realistic and productive routes by incorporating demand trips and subscription trips in a way that maximizes available vehicle coverage and capacity and makes efficient use of available vehicle operator resources. Additionally, MV builds group trips to and from high volume areas and common trip generators into the subscription trip templates for maximum efficiency. This approach supports ongoing management of system productivity and on-time performance – from the start of the trip reservation process.

When initially scheduling trips, the reservationist submits the trip to the most appropriate route, built from these templates. Then, the Trapeze system presents the reservationist with several options from which to choose, while the customer remains on the phone. Often, this process requires some level of trip negotiation.





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It is critical to appropriately negotiate trips to fit well with those already scheduled. In order to provide a superior reservations process MV employs the following:

- **Scripting** – MV has developed scripts that a reservationist can use when negotiating times for trips. Scripts support consistent customer service and aid MV’s team in finding solutions that help both the customer and the service.
- **Reservations management reporting** – MV has developed a series of reports that allow MV’s team to track each scheduler and reservationist by the number of trips booked, appropriate negotiation percentages, and other critical items, in order to monitor performance.
- **Reservations training** – MV trains its reservations teams in best practices for Trapeze use, and how to leverage MV reports, monitors, and procedures to achieve success. This training arms MV’s team with the tools needed to optimize service.

Trip Changes and Cancellations

When a customer requests a same-day trip change or cancellation, the reservationist looks up the trip and initiates the change in Trapeze. If the change is a same day request, the reservationist initiates the change notifies the dispatcher and the vehicle operator.

In order to accommodate last minute trip changes, cancellations, and requests while appropriately protecting system productivity, MV uses a “cancellation matrix” – a historical report that displays per-day per-hour trip cancellation trends. Reservationists use this matrix to determine the right number of trips to overbook – based on historical data. For example, if the service regularly experiences between 3 and 6 trip cancellations each Monday between 9AM and 10AM, MV will overbook the routes during that hour by 5 trips, knowing that there is an extremely high likelihood of at least 3 trip cancellations.

During the service day, dispatchers monitor excessive time between trips (slack time) and identify where and when to place unscheduled trips in order to improve system productivity.

Scheduling Procedures

Active scheduling begins 14 days prior to service delivery, consistent with the CITY and RTS’ advanced reservations window of 14 days in advance of the day of travel. When reservations hours end for the day, the route preparation process begins. The





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scheduler first reviews the next days' routes for efficiency, and begins the batching process in Trapeze.

During the trip batching process, Trapeze examines all trips and adjusts routes based on trip times and location. This process maximizes productivity while maintaining on-time performance.

It is good practice to seed (or “anchor”) each route with trips within an optimally established radius from the originating facility. The scheduler identifies these trips using the map view in Trapeze; they examine those trips at the route’s start and end times to find the best candidates for the first pick-up and last drop-off. This process ensures that routes are efficient and minimize unnecessary deadhead (and in turn, fuel consumption, and vehicle wear and tear) and vehicle operator time.

Once identified, these trips are placed on the route and “locked” – removing those trips from consideration during the batching process. Once the routes are seeded, the scheduler begins the automated batching process. As new trips come in, routes are re-batched frequently to attain maximum efficiency over the 14-day period.

Once this process is completed, the scheduler reviews all routes to ensure that schedules are attainable, yet productive.

When the routes are finalized, the scheduler confirms and assigns vehicles and operators to each route and determines their appropriate start-times (based on geography and time of day).

The scheduler then exports operator assignments from Trapeze; this data is used for MV’s operator start time hotline. Operators can call this toll-free number to receive their start time for the next day.

The scheduler then prints the next day’s manifests and the Operator Sign-On Log, expediting the check-in process on the following next day.

Trapeze Parameters

Properly managing Trapeze parameters to allow highly accurate estimates of travel times and load times. These settings allow MV to set speeds based on:

- Time of day
- Geographic areas (congestion/high demand zones)
- Distance traveled
- Weekday/weekend
- Specific type of vehicle
- Load times by location
- Load times by type of trip (ambulatory vs. wheelchair)





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These parameters are only useful if they appropriately reflect actual operation on the street. Therefore, MV has designed a speed analysis tool that, much like the cancellation matrix, uses historical trip performance to set and maintain these system parameters. MV adjusts these parameters seasonally to accommodate the influences in weather, seasonal tourism, school year traffic, etc. MV updates this analysis periodically, confirming that these settings remain accurate as the on-road environment changes.

Dispatching and Daily Operations Procedures

Operator Check In

When the operator reports to the facility, he or she will check in at dispatch.

The dispatcher maintains a service log that indicates each operator's scheduled start and end times for the day. As each operator reports for work, the dispatcher records the arrival time on a paper service log and in Trapeze.

The operations manager or on-duty supervisor will be present, along with MV's dispatch team. The dispatcher will mark the operator as present and hand the operator his or her manifest, provide any written notices regarding service adjustments, changes, or announcements, and perform a "fit for duty" review of the operator. This review includes a uniform check, reasonable suspicion evaluation, and a review of each operator's license.

Daily Vehicle Inspection Process

After the operator checks in with dispatch, he or she will proceed to the yard and locate his or her assigned vehicle. When the operator arrives at the vehicle he or she will initiate the daily vehicle inspection (DVI, or "pre-trip") using MV's standard pre-trip inspection forms. The operator must document all inspected areas of the vehicle and inspection results.

If the operator detects an issue with the vehicle that presents a safety hazard and will prevent the vehicle from leaving the yard and entering service, the operator will notify dispatch, who will contact the on-duty mechanic. The mechanic will determine if the issue can be quickly rectified (for example, a bulb replacement), or the vehicle should be pulled from service (for example, the brakes are not operating properly).

If the vehicle must be pulled from service, the mechanic will communicate the change with the dispatcher, who will assign a backup vehicle (which is already pre-tripped) to the operator. The mechanic will place the vehicle out of service and list it





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on the out of service monitor, which will be mounted on the wall of dispatch and perform all required Lock-Out-Tag-Out procedures.

If the mechanic can make the repair quickly and easily, he or she will do so, and the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

If the operator does not detect a safety related defect that would prevent the vehicle from entering service, the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

On-Road Operations

The operator notifies dispatch when they leave the yard by indicating so on the on board MDT. Throughout the service day, the MDT unit will guide the operator along the route, notifying him or her of the next scheduled stop. As the operator performs trips using the arrive/depart buttons on the MDT unit, the information is transmitted to and the route is updated in Trapeze.

Dispatchers continually track vehicle status and monitor service delivery throughout the service day in Trapeze and using MV's proprietary dispatch tools.

If the passenger does not appear, the operator alerts the passenger of their arrival by knocking on the door. If the passenger still does not appear, the operator uses the MDT to request that the dispatcher call the passenger. If the passenger does not arrive within five minutes after the scheduled pick-up time has passed, the dispatcher authorizes a no show and documents the event, and instructs the operator to move to the next stop.

Oak Park Resident Leadership and Service Award

In 2012, MV received the Oak Park Resident Leadership and Service Award for its safe and reliable service provision, and its customer service to Oak Park Village.



Pictured: General Manager Kelly Gonzalez, Gainesville City Commissioner Scherwin Henry, and Community Leader Andrew Mickle.





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Mobility Device Securement

Providing safe transportation to persons in mobility devices is essential to the success of the ADA Paratransit service. Passengers using mobility devices generally require a greater amount of time and attention. Proper securement is critical to ensuring each customer enjoys a safe ride.

MV trains operators to always request permission of the passenger before touching or moving their mobility device. Operators communicate with the passenger throughout the boarding and securement process, making clear what they wish to do, prior to taking any action.

Operators put the vehicle into the park position, engage the parking brake, and power on the lift. Ensuring the mobility device area is free of hazards and ready for the passenger, the operator remove wheelchair lift cover (if applicable) and exits the vehicle with the posey belt in hand. The operator then opens and deploys wheelchair lift.

The operator introduces him/herself to the passenger at eye level and confirms that it is the correct passenger. He/she then requests permission to inspect the mobility device brakes to ensure they are in good working condition. (If the brakes are not in good working condition, the operator brings the issue to the attention of the passenger and makes a note on the manifest.)

With the passenger's permission, the operator then secures the posey belt on passenger. In the event that the passenger refuses the posey belt, the operator is required to notify dispatch.

Once secured, the operator notifies the passenger that they are about to move them. The operator then backs the mobility device on to the lift. If the device is electric, the operator turns off the power; if it is manual, the operator locks the brakes. The operator then informs the passenger that they are about to move the lift, and engages the lift.

On the vehicle, the operator backs the passenger into the wheelchair seating location and secures the mobility device with a 4-point tie down and then secures the passenger using a lap and shoulder harness. In the event that the passenger refuses the lap/shoulder harness, the operator notifies dispatch and activates DriveCam (if available) to record refusal on camera.

Upon securing the passenger and the mobility device, the operator gently shakes the mobility device to confirm it is secured and tight. They then stow the lift and close the door, replace the wheelchair lift cover (if applicable), return to the operator's seat, and power off the lift.





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Seatbelt Enforcement

MV is committed to providing a safe, efficient, and productive work environment for all employees. In keeping with this commitment, MV requires that all vehicle operators wear seatbelts while seated in the operator's area. Periodic operator evaluations performed by supervisors confirm such use.

Pursuant to section 37.5 of the DOT's ADA regulations, a transit operator is not permitted to mandate the use by wheelchair users of seatbelts and shoulder harnesses, unless the operator mandates the use of these devices by all customers, including those sitting in vehicle seats. For example, on fixed route vehicles, if none of the other customers are required to wear shoulder belts then neither can the person in the device be required to do so. Therefore, MV requires that passengers use seatbelts only if every seat on the vehicle is equipped with a seatbelt. In vehicles where seatbelts are only provided in seating reserved for disabled passengers/passengers in mobility devices, MV, by law, cannot require their use.

In these situations, operators are instructed to strongly recommend their use. Operators will mandate and assist in the securement of any mobility device, and upon passenger consent, assist the passenger in the securement of the posey belt and shoulder strap.

MV will ensure all securement equipment is in safe operating condition. Posey belts and shoulder straps are inspected daily by the operator. As this is considered safety related equipment, no vehicle is allowed to enter service until any defects on this equipment are corrected.

End of Operator Shift

When the operator has completed his or her shift, he or she will notify dispatch and head to the yard. The operator ending his or her shift will perform a walkthrough of the vehicle to collect any items left on board and dispose of any trash. Then the operator will perform a post trip inspection.

I. Vehicle Manifests/Schedules

MV will continue to comply with the CITY and RTS' requirements regarding vehicle manifests and schedules including providing time indexed vehicle routing for each route in the form of a vehicle manifest or schedule; providing vehicle manifests/schedules to its operators; requiring that operators record correctly and legibly all required information on the vehicle manifest/schedules as they proceed with their routes such as actual time and odometer reading for each pick-up and drop-off, and fare collection information; making





Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

available to the CITY and RTS vehicle manifest/schedules when requested; verifying and correcting vehicle manifest/schedules as necessary to provide complete information on trips provided; and requiring that operators follow the manifest/schedule as provided to them.

In addition, as described throughout the proposal, MV will continue to perform required dispatch functions and use Trapeze paratransit scheduling software including tracking vehicle arrivals at all stops, gate times, vehicle and operator assignments, and trip transfers in a live environment. All information is entered into the system within 15 minutes of the event as required through the use of MDTs. MV provides Trapeze training to all appropriate employees.

J. Accidents and Incidents

MV will continue to be in compliance with all CITY and RTS requirements regarding accident and incident procedures involving the ADA Paratransit service. MV will notify the CITY and RTS immediately in the event of a road call, incident that disrupts service, or accident. MV will also provide a written report (including documentation and claims) within 24 hours of an accident or incident.

All MV locations are required to have the following information readily accessible:

- Operator's family and/or emergency notification
- Local police department and/or local sheriff department
- Highway patrol/state police
- Local fire department and local ambulance service
- Tow truck, heavy equipment, and construction companies
- MV Risk Management staff and MV Safety staff
- General managers' home and cell phone numbers
- Local and MV emergency contact numbers

MV's reporting decals must be posted on the dashboard and on the operator-side sun visor of all vehicles. The decals read, "Should you be involved in an accident or should any other incident occur, immediately contact Dispatch who shall immediately communicate with you and the 24-Hour Claim Line, (866) 688-7475."

Each vehicle must be equipped with three bi-directional emergency reflective triangles (not flares), a fire extinguisher having an Underwriters' Laboratories rating of 5 B, C or more, and Incident Reporting Packets with color disposable flash cameras.

If involved in a vehicular incident, the operator will notify the on duty dispatcher, who will dispatch a supervisor to the scene, and contact emergency personnel (when necessary). The operator must exercise on-scene emergency control until she or he is properly relieved by a supervisor.





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The operator, with the assistance of the on-scene supervisor, will use the onboard accident kit to take photographs of the scene, obtain contact information of all witnesses (using Courtesy Information Cards) and complete an incident report. The operator is required to provide identification and cooperate with police.

As soon as is practical following an accident, drug and alcohol tests are administered to any employee whose performance could have contributed to the accident, such as dispatcher, mechanic, etc.

If reasonable suspicion is suspected, all reasonable suspicion testing guidelines are followed. Test results are obtained and reported to the general manager (or vice versa). The operator remains suspended from driving until his or her driving privileges are reinstated by the Qualifications department.

Upon return to the office, the accident report is submitted to dispatch or the general manager.

K. Complaints and Commendations

Expedient response to all complaints, comments, and commendations is critical to customer service excellence. All employees are instructed to exhibit professionalism and care when receiving a complaint. The company's general guidelines to handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Respond politely and patiently, taking care to appropriately document and confirm the details of the comment.
- If the comment is a complaint, inform the customer that it will be investigated, and that a supervisor may contact them directly as part of this investigation.
- Thank the caller for his or her time.

MV will immediately take appropriate actions and begin investigation of all complaints to determine validity. Complaints that are serious in nature must immediately be brought to the attention of the regional vice president and the CITY and RTS. Depending on the nature of the complaint either the general manager and/or regional vice president will personally handle these types of complaint investigations.

MV will respond to all service complaints within ten business days, and within 24 hours for a serious occurrence. Complaint investigation includes one or more of the following actions:

- Telephone conversation with the complainant to understand the details of the complaint
- Conversation with all operators, dispatchers, road supervisors, and any other staff involved in the situation





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- Review of any DriveCam clips related to the event
- Review of any call recordings relating to the event
- Review of all dispatch logs, trip sheets/manifests

All steps taken during the investigation are documented and filed. If the results of the investigation yields a validated complaint, a copy of the complaint documentation is filed in the affected employee(s) employment file, and a letter acknowledging the complaint and remedial steps taken is issued to the complainant.

Employees who receive repeated valid complaints will be disciplined appropriately up to and including termination of employment. A formal complaint report will be provided to the CITY and RTS and the complaint will be logged and submitted with all monthly reports, as required.

MV will continue to use its complaint tracking database to log and report all complaints, comments, and commendations received.

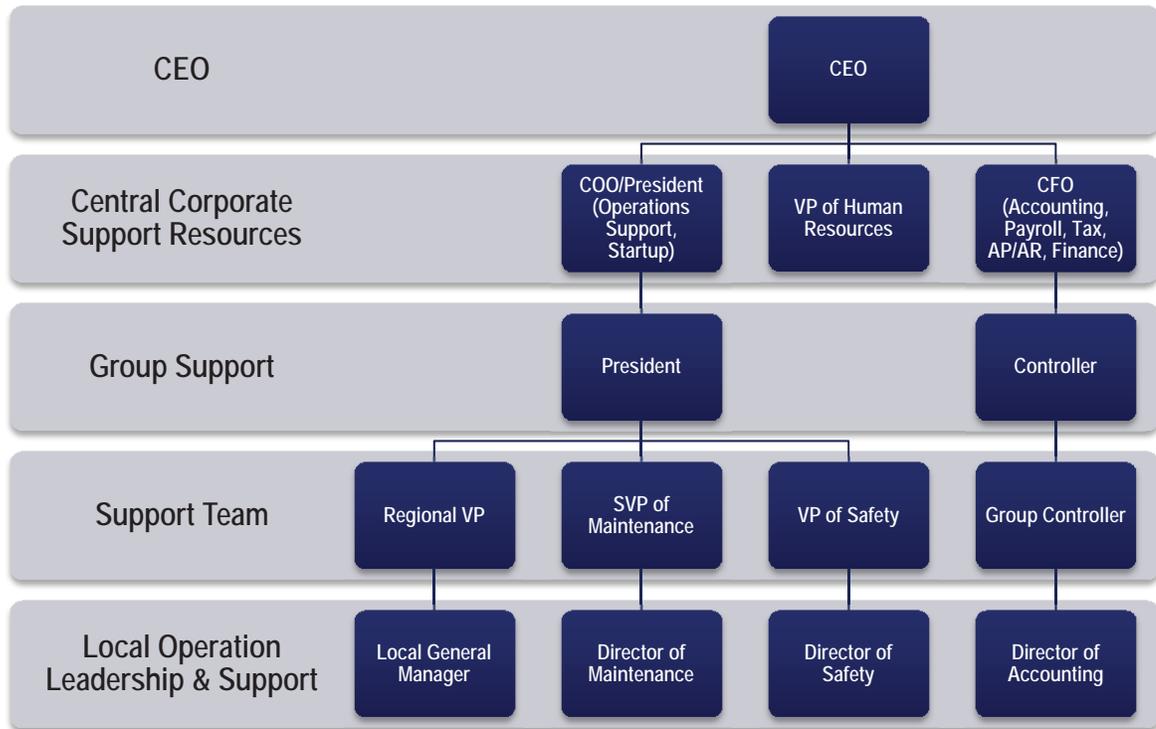
L. Liquidated Damages / Quality Assurance Programs

MV acknowledges that failure to meet stated service quality and other standards set forth in the CITY and RTS' agreement may result in assessment of liquidated damages. MV is proud of its performance of the ADA Paratransit service for the CITY and RTS and its history of receiving no liquidated damages in the past four years. In addition to the professional staff and operational programs described throughout the proposal, MV's organizational structure supports ongoing quality controls that confirm service is delivered in a manner that is safe, professional, efficient, and cost effective. The program starts with the local operation, is audited and monitored by the regional operations staff, and is supported by the resources and staff of central corporate operations.





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Operational Control Programs

Road Supervision and Operator Evaluations

Road supervisors are stationed in the service area and are available to respond to any in-field issues that affect service delivery. This includes but is not limited to incidents, passenger disturbances, medical emergencies, vehicle breakdowns, and/or service delays/detours. When needed, they mitigate these service challenges and work with the operator and dispatchers to expediently resume service. Road supervisors also perform operator evaluations, which occur daily and include ride checks/ride alongs, mobility device securement spot checks, and pull out inspections. These evaluations ensure that each operator is performing his or her duty in the correct and safe manner. Observations made may be used to identify retraining needs. All evaluation forms are retained in each operator’s file.

Dispatch Monitoring

Dispatchers continually monitor service throughout the day to ensure routes remain on time and on schedule. They respond to vehicle operators’ requests for assistance,





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coordinating replacement vehicles as needed. When necessary, they will reassign trips to another route in order to maintain route timeliness; if necessary they will contact passengers to notify them of a delay and respond to “where’s my ride” calls as needed.

The operations manager will oversee the dispatch office to confirm operators receive the appropriate and responsive support. This person will monitor call hold times to make sure calls are responded to in an efficient manner, and they will be available to respond personally callers requesting to speak to a supervisor.

Technology Used to Manage and Monitor Service

MV offers the continued use of its Smart Alert Messenger (SAM) reporting Software. This is a valuable tool that supports ongoing service monitoring through effective reporting and real time data updates.

The dispatch monitoring component of this system presents service data in clear and meaningful displays for dispatchers and supervisors to respond to. Using a “worst case first” approach, dispatchers can clearly identify which routes are running late and which routes require immediate assistance.

Service data is then historically reported, thus providing an accurate and detailed description of service delivery throughout the day. With reporting features showing system data by hour, by route, and by operator, MV is able to pinpoint areas and causes of system challenges, without tedious analysis.

Controlling Quality through Reporting and Analysis

Operational reporting provides service statistic necessary to gauge service quality, ensure contractual compliance, acquire transit funding, and for completion of all National Transit Database (NTD) reporting. A large portion of the service data is collected and reported using the Smart Alert Messenger (SAM) reporting Software, while others are collected using MV’s Lawson Accounting and HR ERP and other third party data collection systems.

As required, MV will track the following items to ensure it is meeting the standards outlined by the CITY and RTS, and the company:

- On-time performance: The CITY and RTS has zero tolerance for late drop off; industry standard is a minimum of 90% on-time performance for pick-up and drop-off of the same trip.
- Passengers per hour: The goal is a minimum of two one-way trips per vehicle hour





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- Complaints: No more than three valid complaints per 1,000 one-way trips.
- Complaint resolution: Response required to RTS within one week.
- Safety: No more than 1.4 avoidable accidents per 100,000 vehicle miles.
- Maintenance: No more than two road calls per 10,000 revenue miles.
- Phone reservations: The reservation line will not exceed an on-hold time for more than 2.5 minutes for 90% of calls received, and the Customer Service line will not exceed an on-hold time of 3.5 minutes for 90% of the calls received. MV will provide monthly call hold times in 30-second increments up to 150 seconds for the reservation line and 210 seconds for the customer service line. (Please see the proposal appendix for MV's phone system and reporting software)
- Travel times: Passenger ride time is not to exceed one hour.
- Trip denials: Zero tolerance
- Missed trips: Zero tolerance
- Number of passengers served, one way trips, hours available for service, vehicle hours and miles, trip denials, accidents, incidents and road calls (for monthly management reports)
- Historical record of riders, miles and costs; by month, by agency
- Historical record of accident and road call mileage intervals

It is also important to update the team on its performance; MV continuously updates and shares performance results during location safety meetings.

Regional Control Programs

All of MV's locations are required to undergo periodic safety and maintenance audits and inspections. These activities are as follows:

Safety Inspections (performed by: safety and training manager, frequency: monthly) – The safety training manager performs safety inspections of the facility work environment monthly. Deficiencies are identified, documented, and corrected. All findings are reported to the regional director of safety, who will follow up on these items during the semi-annual audits.

Safety Audits (performed by: director of safety, frequency: semiannual) – The safety audit is a full day inspection of the operating facility in which the regional director ensures all safety elements are in place and performing as designed. The location is audited for compliance with company and customer safety policies, rules, regulations, standards, codes, procedures and requirements. During this review, all employee training files are reviewed for compliance. All safety-related programs, issues, awareness, and reporting are reviewed for effectiveness and recommendation.





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Facility Audits (performed by: regional director of maintenance, frequency: annual) – Facility audits include an inspection of the operating facility and a preventive maintenance inspections of all facility systems and subsystems. In addition to facility audits, locations undergo annual fire inspections and insurance underwriter inspections.

Preventive Maintenance Inspection “Rerack” (performed by: maintenance manager, frequency: monthly) – This reviews the quality and completeness of preventive maintenance inspections. The inspector will completely reinspect 10% of the fleet under the PM inspection to ensure completeness.

Semi-Annual Shop Audit (performed by: regional director of maintenance, frequency: semiannual) – This audit includes a review of the facility, environmental compliance, tools and equipment, office administration, records and maintenance safety and training. Upon completion of the audit, an action plan will be developed to resolve any issues identified.

Customer Feedback and Quality Measurements

Safety, maintenance, and operational statistics tell MV’s team how it is performing within its contract – relative to contractual and industry standards; however, not all performance measurement is quantifiable. MV’s regional team will maintain an open and honest dialogue with its customers to ensure the company is meeting quality standards.

MV’s regional vice president and vice president of business development will meet frequently with CITY and RTS staff to discuss the local team’s performance. As needed, these individuals will garner additional resources necessary to correct any issues.

M. Other Responsibilities

MV understands its responsibilities in assuming additional responsibilities at the direction of the CITY and RTS including distribution of requested information such as flyers and surveys to passengers and attending meetings.

MV will continue to negotiate with the Alachua County EOC in order to make available to the Alachua County





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Emergency Operation Center (EOC) all requested vehicles and operators to respond to public evacuation.

N. ADA Certification

MV acknowledges the CITY and RTS' established process for determining ADA paratransit eligibility. Through the Center for Independent Living, MV receives a list of ADA eligible riders.

MV will continue to comply with the CITY and RTS' policy of providing one round trip to the certification and recertification appointment at The Center for Independent Living at no charge to the individual.

O. Performance Standards

As the CITY and RTS' current provider, MV understands how to meet performance standards. MV will continue to comply with all requirements including:

Providing Data:

- Ensuring data is updated and available at all times
- Maintaining a list of active/inactive CITY and RTS vehicles for the ADA Paratransit program and report them to the CITY and RTS as required by the maintenance manager
- must keep a file for each vehicle which includes vehicle registration maintenance reports accident or injury reports involving the vehicle
- Providing to the RTS an updated copy of its System Safety Program Plan
- Maintaining copies of all accident/incident reports as well as any correspondence or documentation
- Ensuring all insurance certificates are on file at all times

Providing Reports:

MV will continue to meet service standards and provide data to assist the RTS in compiling and completing required daily, weekly, monthly, quarterly and annual reports. Specific reports MV is required to provide information and assistance include:





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- Quality Assurance Program (QAP)
- Annual Operating Report
- On-time Performance.
- Passenger Trips per Hour
- Complaints
- Complaint resolution
- Safety
- Phone reservations
- Travel times
- Trip denials
- Missed trips
- ADA Database in GIS format

National Transit Database (NTD) Reporting:

As a national provider of transit services and the CITY and RTS' current provider, MV is highly familiar with NTD reporting requirements and will continue to comply with all requirements including entering the following required data directly into the NTD database each month:

- Vehicles operated in maximum service
- Vehicles available for maximum service
- Periods of service (time service begins and ends)
- Service supplied (to include number of vehicles in operation, total actual vehicle miles, total vehicle hours, total actual vehicle revenue miles and total actual vehicle revenue hours)
- Unlinked passenger trips
- Passenger miles
- ADA unlinked passenger trips
- Days of operation
- Days not operated due to strikes or officially declared emergencies
- Fuel consumption
- Service interruptions or major breakdowns

Monthly

MV will continue to provide the following information to the CITY and RTS each month:





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- Operator manifests indicating scheduled pick up time versus actual pick up time and scheduled destination drop off time versus actual destination drop off time
- Record of ADA complaints received from passengers
- Accident data
- Total vehicle mileage
- ADA Vehicle mileage
- Passenger counts
- Trip cost data
- Telephone statistics for Reservations and Customer Service in the proscribed format.
- Passengers per hour totals
- Total System No show numbers
- ADA No show Numbers
- Total System Cancellations
- Total ADA Cancellations
- Trip denials

P. Operational Procedures

MV's proposal demonstrates its ability and commitment to continue to meet all CITY and RTS operational procedures and requirements including:

- On-time performance
- Service complaints
- Service safety
- Delivery of completed vehicle manifests/schedules
- Missed trips, and
- Valid complaints.





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Q. Accountability and Audit Requirements

MV acknowledges its responsibility to maintain financial and other records, documents or reports as necessary to properly account for all funds expended in performance of this Agreement and to allow for the audit of such records or reports by the CITY and RTS, FTA and/or their designees. MV will make all records related to this Agreement available for inspection, review or audit by personnel duly authorized by the CITY and RTS at all times for a period of at least three years from the date of payment.

MV also acknowledges its responsibility to have an annual independent audit of its Gainesville location. MV will comply will all CITY and RTS requirements pertaining to the audit.

R. Payments

MV understands its responsibility in providing the CITY and RTS properly completed and timely invoices as well as manifests in order to receive compensation for work performed. MV also understands the CITY and RTS' policies and procedures regarding invoicing and reimbursement.

S. Insurance

MV has the ability to provide insurance of the types and amounts require in the RFP. Please see a letter from MV's insurance company in the appendix of this proposal.

T. Records

MV will continue to maintain records in compliance with CITY and RTS, and all federal and state laws, rules and regulations.

MV has developed an in-house system which interfaces with third party systems to track data, such as revenue/non-revenue miles/hours, trips, etc., and compiles the data into reports. This system is designed to collect and store the data needed allowing summary reports to be generated in reader-friendly formats. By using this system to generate billing, payroll, and operational reporting, duplicative data entry and subsequent manual errors are greatly reduced. One of this product's strongest assets is that it can interface with third party products such as Trapeze®.

In addition, MV uses Lawson Software's Enterprise Resource Planning Solution both in its corporate office and operating locations. The Lawson Financial Suite includes General Ledger, Accounts Receivable, and Accounts Payable. The Lawson Human Resources Suite





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includes Personnel Administration, Benefits Administration, Payroll, Time Management, and Employee and Manager Self-Service. Lawson software is a fully integrated, web-enabled solution, which MV runs on an NT platform. The software is scalable to allow for growth of the company without having capacity concerns. The web-enabled feature allows company management to selectively determine which processes and controls should be centralized versus decentralized.

MV believes in proper data backup and off-site storage of data backups in the event of a fire or other catastrophic event. MV's IT team has set up the local computer network to ensure proper connectivity, security levels, password protection, and local technical support. MV will work with the CITY and RTS IT staff in whatever manner necessary.

MV is able to meet the FTA/NTD reporting requirements and currently provides these reports to clients who receive Federal funding and are required to submit them. MV uses the accepted FTA sampling methodology and has systems in place to collect and report this information pursuant to the guidelines of the National Transit Database Reporting Manual.

U. Capital Replacement Fund

MV will continue to comply with all Capital Fund Replacement requirements including payment of a flat monthly amount for the capital replacement program which will be deducted from the monthly service invoice.

V. Performance Guarantees

MV acknowledges its responsibility and makes a commitment to the CITY and RTS that it will continue to maintain a level of quality service, which includes timely response and resolutions to customer service inquiries and/or complaints, as well as timely submission of invoicing. MV's proposal contains a money back guarantee regarding its service quality.

W. FTA Requirements

MV will continue to follow all FTA requirements in fulfillment of the CITY and RTS' ADA Paratransit service including the following:

1. Civil Rights

Equal Opportunity Employer

Equal Employment Opportunity (EEO) programs and Affirmative Action Plans (AAP) are prepared on an individual division basis. MV has prepared an EEO





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Program pursuant to FTA regulations and a written AAP that is compliant with Executive Order 11246.

MV has an Equal Opportunity Employment (EEO) policy to not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, disability, national origin or any other characteristic protected by law. MV will take affirmative actions to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their age, race, religion, color, sex, disability, national origin or any other characteristic protected by law. Such actions include, but are not limited to the following: employment, upgrading, demotions or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

Commitment to Equal Opportunity Practices

It is the policy of MV Transportation that employment decisions shall be based on merit, qualifications, and competence. Except where required or permitted by law, employment practices shall not be influenced or affected by virtue of an applicant's or employee's race, color, religion, sex, national origin, age, sexual orientation or any other characteristic protected by law. In addition, it is MV Transportation's policy to provide an environment that is free of unlawful harassment of any kind, including that, which is sexual, age-related, or ethnic. This policy statement governs all aspects of employment, promotion, assignment, discharge, and other terms and conditions of employment.

Equitable Labor Management Practices

MV holds a record of equitable labor management practices. It has been a long-standing custom to implement equitable management practices such as progressive discipline, open door policies, and employee development and empowerment. Location steering committees empower front-line employees to affect change within their specific locations. Further, the specific focus of the company's Bridges Committee is the oversight and protection of the company mission, vision, and values across the organization as a whole. MV's lack of conflict in the area of labor management, demonstrates its ability to preserve positive relationships with our employees, whether covered by a collective bargaining agreement or not. In the end, MV remains committed to mutual respect, individual development and continual recognition of its employee base.





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Discrimination and Harassment Prohibition Policies

All company employees have a right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive, or disruptive. Consistent with the company's respect for the rights and dignity of each employee, harassment based on race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship, or any other characteristic protected by law, will not be tolerated. This includes harassment by an MV employee, contractor, agent, or third parties with whom MV employees interact during the course of their employment.

Any employee who believes that he or she has been the subject of sexual or any other form of harassment or observed any harassment is trained and encouraged to bring the matter to the attention of their supervisor, any executive or any human resources employee. Alternatively, they may contact the Employee Relations Hotline.

2. Disadvantaged Business Enterprise (DBE)

MV will abide by all Disadvantaged Business Enterprise (DBE) guidelines, and report its DBE participation obtained through race-neutral means throughout the contract period. MV recognizes its responsibility in developing other minority owned businesses. MV will make efforts to ensure that DBE businesses have the maximum practical opportunity to participate in this contract, and will never discriminate on the basis of race, color, national origin, disability or sex in the performance of this contract.

Throughout the contract period MV has used JCM & Associates for the procurement of operator uniforms, maintenance uniforms and shirts for management staff. MV will continue this relationship and report its participation to the CITY and RTS as required.

3. Energy Conservation

MV operates more than 200 transit systems across North America. This work contributes greatly to traffic reduction initiatives and improvement of air quality. According to the American Public Transportation Association, "Public transportation saves 37 million metric tons of carbon dioxide equivalent to the emissions resulting from the electricity generated for the use of 4.9 million annually -





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households or every household in Washington, DC; New York City; Atlanta; Denver; and Los Angeles combined.⁴

Recognizing the important impact public transportation has on the future of communities across the country, MV works to incorporate environmentally-friendly business practices into its decision making processes and find new ways to influence the environmental health of the communities it serves.

**It is important to note that MV operates under a diverse array of contractual obligations, each placing a different set of controls under the company's direct decision-making process. Therefore, depending on the location of the transit system and operating contract MV works under, the company's responsibilities vary.*

MV has in place (or when appropriate, recommends to its customers) the following initiatives to reduce its carbon footprint and promote an environmentally-friendly workplace:

- **Energy Management Plan:** Energy use reduction is easily achieved by training employees in environmentally focused policy and procedure. MV takes the following actions to reduce energy consumption:
 - An initial audit of existing energy use is conducted. Any needed energy efficient practices are immediately implemented.
 - All employees are trained in energy conservation techniques at the workplace. This training is reinforced through posted reminders and monitored by team leaders that have been selected for each department. This includes:
 - Turning off lights that are not needed
 - Keeping temperature settings regulated
 - Regularly cleaning all heating and air conditioning filters
 - Turning off and unplugging equipment that is not used on a regular basis
 - Turning off all vending machines lights
 - Shutting down machinery (such as copiers) at night
 - Configuring computers and copiers to go to into sleep mode after a period of inactivity
 - Long-term actions are taken to reduce energy use by replacing equipment as needed with more energy-efficient technology:

⁴ <http://www.publictransportation.org/benefits/environment/Pages/default.aspx>





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- Replace expired bulbs with energy-efficient lighting
- Replace all CRT monitors with LCD which consumes 60% less energy
- Replace aging equipment with energy saving models
- Investigate solar power alternatives
- **Recycling Plan:** MV encourages paperless operation and promotes recycling throughout its operations to reduce the overall amount of trash produced.
 - Place recycling bins for paper, bottles, and cardboard throughout the facility
 - Dispose of all e-waste using a certified electronics recycling company
 - Promote and/or participate in recycling drives to recycle old phones and personal electronics
 - Transition to complete web-based reporting to eliminate paper use
 - Recycle all waste water through a water clarifier
 - Recycle all used oil using a certified recycling vendor
 - Contract with a sludge recycling company for hauling sludge
 - Confirm maintenance personnel are either 608 or 609 certified in the proper use of AC recycling machines
- **Fuel Management Plan:** MV minimizes fuel usage using a number of procedures, described below.
 - Creation of idle-time policy and procedure to reduce emissions and fuel consumption, while remaining aware of passenger comfort and vehicle compartment temperatures
 - Analysis of the system and service demand to ensure fleet size and vehicle capacities are appropriate for the service
 - Effective and timely preventive maintenance intervals in which fuel systems are maintained and engine components tuned, maximizing fuel efficiency
 - Monitoring and tracking fuel usage (and variances) using Trapeze Enterprise Asset Management (EAM) (formerly FleetFocus) maintenance software system
 - Conducting oil analysis for indications of high wear to the engine, which can cause additional fuel consumption, including soot in the oil





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- Performing all OEM recommended tune ups, adhering to all specifications for valve adjustments and injector life, along with turbocharger waste gate adjustments – to ensure better fuel conservation
- **Other Initiatives:** MV will also work in partnership, as desired, with the CITY and RTS to enact green initiatives. Examples include:
 - Procurement of alternatively fueled and/or hybrid powered vehicles.
 - Manage the procurement and/or installation of solar panels at the facility
 - Initiate “Spare the Air” and “Dump the Pump” events where communities are encouraged to ride public transit

4. Required Certifications

Please see MV’s completed and signed RFP forms and addenda in the appendix of this proposal.

X. Implementation Schedule

MV is the current operator of these services; therefore, no transition of service will be necessary should MV be selected for the next contract term. Retaining MV as the CITY and RTS’ contractor eliminates the need for a costly startup or the learning curve required by a new contractor, and assures the continuity of these important services.



3. Price Proposal

Please see MV's price proposal in a separate sealed envelope, as required.





Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

4. Qualifications

A. Experience and Qualifications

In addition to providing the CITY and RTS’ ADA Paratransit service since 2003, MV is also the largest provider of paratransit service in the Country. MV’s experience and qualifications are unmatched.

In response to the RFP’s minimum qualifications requirements, MV’s proposal demonstrates the following:

- That its operating facility is located in the City limits and off of a fixed route.
- That it will continue to provide Trapeze Software and PASS-MON to operate Mobile Data Terminals (MDTs).
- That it will continue to provide Mentor MDTs and have operational MDTs in all vehicles.
- That it has a minimum of five years of providing ADA paratransit service.

About MV Transportation, Inc.

The MV Story – an American Success

MV Transportation, Inc. was founded in 1975, in the San Francisco Bay. The owners and original founders, Feysan and Alex Lodde, formed an agreement with the City of San Francisco to provide transportation to persons with disabilities.

The Loddes acquired three vans and pioneered transportation of persons with disabilities in the Bay Area 15 years in advance of the historic passing of the American with Disabilities Act into law in 1990. Over the next two decades the company grew from a local company to a national multimodal transportation provider. In total, MV Transportation, Inc. and its subsidiaries have been providing transportation services for 58 years.



Feysan Lodde, Founder (1975)

“MV is a true American success story. Through dedication to our passengers, our clients and our employees, MV has grown to be the largest United States-owned transportation management company in the nation. Our people and our dedication to serve truly make us different.” – Feysan Lodde, Founder





Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

Today, the company remains the nation's largest American-owned passenger transportation company. The MV name represents MV Transportation, Inc. and its affiliates, which include MV Public Transportation, Inc., MV Contract Transportation, Inc.; MVT Canadian Bus, Inc.; and Reliant Transportation, Inc.

Company Size and Statistics (As of April, 2014)

Number of Employees:	16,732
Number of Vehicles:	9,809
2013 Revenue (000s):	\$1,013,817
Number of Contracts:	217
Number of Locations:	146 (28 states and Washington D.C.; 2 Canadian Provinces; and Eastern Province, Saudi Arabia)

Success and Accolades

MV has been recognized by industry associations, community organizations, and businesses across the U.S. for its successful operations. In recent years, the company has been recognized for its part in the development of local minority owned, women owned, and small businesses.

In the fall of 2013, its customer, the Greater Orlando Aviation Authority, recognized MV as the 2013 Small Business Advocate of the Year. This honor recognizes MV's commitment to promoting small businesses.

In Houston Texas, MV is actively involved as a mentor for the Interagency Guiding Protégés to Success Program (IGPS). This joint venture of the Metropolitan Transit Authority of Harris County (METRO), the City of Houston, the Houston Independent School District, and the Port of Houston Authority builds meaningful relationships between established companies like MV and local small businesses, as well as minority owned and women owned businesses.

In 2007, the Conference of Minority Transportation Officials (COMTO) selected MV as the Corporate Citizen of the Year. MV also received the prestigious MSVP Quality Excellence Award for the Microsoft Corporation for its shuttle work in Redmond, Washington. Additionally, Inc. Magazine featured MV in its List of America's Fastest Growing Companies, and Black Enterprise Magazine B.E. included MV in its 100 list for eight consecutive years.





Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

Customer Profile

MV and its affiliates contract with cities, counties, special-purpose districts (both chartered and governmental), federal agencies, as well as private companies to provide customer-focused passenger transportation services. The company's history of satisfied customers and solid financial backing demonstrates its reliability and stability as a strong corporate partner. Further, the organization's dedication to serving the transportation needs of individual communities is evident in its operations and manifests in a myriad of functional approaches that promote customer care, leverage new technologies, recognize best practices, and control operating costs.

While each of MV's customers differ in size, service mode, scope, fleet composition, and operating environment, each trust MV to provide safe, reliable, professional transit service. Those customers with operations most similar to those of the CITY and RTS are listed as references.

Breadth of Experience

MV offers effective solutions in passenger transportation to cities, counties, transit agencies and private companies. Its breadth of experience encompasses fixed route, flex route, shuttle service, commuter service, as well as disabled transportation/paratransit, demand response, brokerage and call center service, and non-emergency Medicaid transportation (NEMT/NET). Most of MV's operations include the provision of ancillary services, including bus maintenance, trip reservations and scheduling/call center, operator training, transit technology and support, facility management and maintenance, among many other services common to transit contracts.

Paratransit and Demand Service

Operating more demand-based, reservation-based transportation than any other company, MV coordinates transportation services for multiple agencies and passenger groups in a manner that maximizes resources and controls costs. The company manages more than 130 contracts operating demand-based transportation services programs across North America, serving diverse metropolitan areas such as New York, Los Angeles, Baltimore and Vancouver. Among its flagship operations, MV provides service on behalf of the Microsoft Corporation for its innovative Microsoft demand shuttle (Redmond Campus), OCTA's Access, DART's Mobility program in Dallas, Capital Metropolitan Transportation Authority's Metro-Access, and METRO's MetroLIFT service in Houston.





Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

Non-Emergency Medical Transportation

MV provides non-emergency Medicaid transportation services in several counties in the State of Florida. In Palm Beach and St. Lucie Counties, MV manages the Medicaid Non-Emergency Transportation (NET) program under a brokerage agreement, where it administratively manages the program and contracts with local providers to directly provide the service. In Alachua County, MV serves as the Community Transportation Coordinator, providing all social service and Medicaid transportation, and serves as a contracted provider for coordinated services in Lake, Orange, Osceola and Seminole Counties.

MV operates additional non-emergency medical transportation programs through other funding sources, including those on behalf of the San Francisco VA Medical Center, Valley Mountain Regional Center (Stockton, Calif.), Alta California Regional Center (Sacramento, Calif.), Golden Gate Regional Center (San Francisco, Calif.), Regional Center of the East Bay (Oakland, Calif.), and San Andreas Regional Center (San Jose and San Andreas, Calif.).

Call Center / Control Center Services

Approximately 60 percent of MV's contracts include a paratransit service component, most of which require that MV either manage the call center, including reservations intake, trip scheduling, and/or dispatching. The company's national call center and central data center in Dallas, Texas was established in 2011 and serves as a hub for several of MV's call center operations. Most recently, when WMATA, MV's client in Washington D.C., adjusted its operating model for the Metro Access Service, contracting with multiple contractors for the provision of service delivery and quality assurance, the Authority selected MV to manage its Operations Control Center (OCC).

Fleet Maintenance

Approximately 80 percent of MV's contracts, and nearly all contracts where MV operates more than 50 buses, require that the company manage and maintain its fleet maintenance operations. The company's maintenance program, developed based on industry best practices, in conjunction with MV's skilled maintenance professionals continue to protect and extend the life of the transit fleets the company operates. Operating in areas of severe and unpredictable weather events (including Las Vegas, Anchorage, Denver, Houston, and Orlando) and within challenging operating environments (New York City's Five Boroughs, the Washington, D.C. metropolitan area, and the Dallas–Fort Worth Metroplex), MV has unparalleled maintenance capabilities.





Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

Transportation Technologies and Intelligent Transportation Systems

MV surpasses its competition in the management of ITS programs. The company is familiar with nearly all transit technologies available to public transit systems and is experienced in both their implementation and use.

The company's chief technology officer is the original programmer of the PASS product offered by Trapeze Software, and since joining MV in 2003, has created a host of technology tools to monitor and manage transit services of all sizes and modes. Additionally, the company's subsidiary, MV Transportation Technologies, Inc. is the developer and proprietor of TimePoint Software, a state-of-the-art AVL solution deployed in more than 20 of MV's operating locations.

B. Financial Resources and Stability

MV is a privately held firm that has neither been bought by nor merged with another firm. The lack of this debt load associated with such transactions has allowed MV to control interest costs and keep money in the pockets of its customers and employees and out of those of lenders.

Please see MV's confidential audited Financial Statements for 2012–2013 enclosed separately in a sealed envelope included with the original proposal submittal. The Company's financial position is solid, and has strengthened over the last two years as evidenced by the increase in working capital and working capital current ratios. The Company has the financial resources and wherewithal to meet its financial obligations. For more information regarding the financial viability of MV, please contact Mr. David Brown, interim chief financial officer, at (972) 391-4610.

C. Similar Contract References

Florida Commission for the Transportation Disadvantaged (CTD)

Services in Alachua County

MV began its role as the CTC and operator for Alachua County services in 2003. As CTC, MV handles all eligibility determinations, trip requests, customer service, scheduling and dispatching for this contract. MV is also responsible for all direct service delivery.

MV provides the Trapeze PASS system for dispatching and schedule, and its proprietary Smart Alert Messenger tool to





Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

monitor service data in real time. MV communicates with operators in the field through the use of Mentor Ranger mobile data terminals on board the service vehicles.

In its tenure in Alachua County, MV has contributed to the stability of the system by providing corporate resources, procuring grant monies, and identifying areas where improvements could be gained.

MV is currently in its third contract term.

Services in Palm Beach and St. Lucie Counties

In 2007, the Florida Commission for the Transportation Disadvantaged (CTD) hired MV to coordinate Medicaid services in Palm Beach County, and to provide call center services. In 2008, MV began coordinating Medicaid services and operating call center services in St. Lucie, as well.

MV leveraged its existing call center (previously in Jacksonville, Fla., now located in Martin County) for the call center operations. This call center handles all of the administrative functions for this brokerage service (reservations, eligibility, dispatching, customer service, and billing). MV's team uses the Trapeze system for these functions.

MV maintains vehicles for the St. Lucie program. Palm Beach County vehicle maintenance is performed by a local vendor.

In both contracts, MV works with local operators and employs on-site staff to oversee the delivery of service and act as local liaison with facilities and agencies.

Please contact Mr. Steven Holmes, Executive Director, at (850) 410-5700 and steven.holmes@dot.state.fl.us, as a reference for MV's performance in these contracts for the CTD.

Elder Care of Alachua County, Inc.

MV has had a long standing contractual relationship with Elder Care Services, serving their clients since 2003. Program Manager Jeff Lee has served on the Local Coordinating Board for several years and is an ardent supporter of the coordinated system. MV transports clients to services at Elder Care as well as medical appointments and shopping. In 2013 MV safely transported more than 500 passengers.

Please contact Mr. Jeffrey Lee, Manager of Program Operations, at (352) 265-9040 and leejb@shands.ufl.edu, as a reference for this contract.





Proposal for the Operation of ADA Paratransit Service in City of Gainesville and Alachua County

ACCESS LYNX, Central Florida Regional Transportation Authority (Orlando, Florida)



MV has operated the ACCESS LYNX paratransit service for the Central Florida Regional Transportation Authority (LYNX) since 2002. LYNX serves as the Community Transportation Coordinator (CTC) for Orange, Osceola, and Seminole Counties. ACCESS LYNX is available to eligible passengers residing in this tri-county area who are unable to use the fixed route bus system due to a disability or other limitations. ACCESS LYNX comprises multiple transportation programs, with trip eligibility defined and determined by each program’s guidelines.

Previously operated by multiple contractors, LYNX consolidated the ACCESS LYNX service when it awarded the contract for these services to MV.

MV operates and maintains more than 200 vehicles for LYNX, and manages all aspects of this turnkey service, including call center operations, scheduling, and stretcher service. MV uses the Trapeze PASS system for trip reservations, scheduling, and dispatching. Dispatchers communicate with operators in service via Mentor mobile data terminals.



MV is currently in its third contract term with LYNX.

Please contact Mr. William Hearndon, Manager of Paratransit Operations, at (407) 254-6092 and bhearndon@golynx.com, as a reference for this contract.



N/A

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, <i>if known</i> : 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11 Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

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

CERTIFICATION REGARDING DEBARMENT

The prospective contractor certifies, by submission of this bid or proposal, that neither it nor 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 of Gainesville. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Gainesville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 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.


Signature of Contractor's Authorized Official

W.C. Pihl
Name of Contractor's Authorized Official

Executive Vice President
Title of Contractor's Authorized Official

July 24, 2014
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 checked="" 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 checked="" type="checkbox"/>
3. Has the firm defaulted on any project in the past three (3) years?	<input type="checkbox"/>	<input checked="" 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 checked="" 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 checked="" type="checkbox"/> <small>Please see attached.</small>	<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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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: MV Transportation, Inc.

Name/Title of person completing this form: W.C. Pihl, Executive Vice President

Signature: 

Date: July 24, 2014

Attachment to Contractor Responsibility Certification

Question 5

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. The company's legal and risk management teams work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits the Company believes are appropriate.

There is presently no litigation against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. If the City requires more information for the purpose of evaluating MV, please contact Mr. Bob Hargis, executive vice president of risk management at (712) 764-3720, and Mr. Jarrett Andrews, Vice President and Associate General Counsel at (972) 391-4683.

Wage:

In the past three years, MV was involved in two wage claim awards in excess of \$1000. One was filed in 2012 before the California DLSE and resulted in a \$1,960.61 award in plaintiff's favor for claims on untimely final pay and waiting time penalties. The second was filed in 2013 before the Alaska Department of Labor and resulted in a \$2,521.44 award in plaintiff's favor for claims of failure to pay accrued vacation pay upon termination.

Environmental:

Under Order of Consent R2-20130916-397, the New York State Department of Environmental Conservation levied a fine totaling \$33,750 for alleged violations related to faulty storage of certain materials at certain MV locations. MV did not appeal the Order, and the fine was paid in June 2014. All alleged violations have been remedied by MV.

**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: <u>JCM & Associates, Inc.</u> ADDRESS: <u>5443 E Washington Blvd.</u> <u>Commerce, CA 90040</u> PHONE: <u>800.543.3732</u> FAX: <u>323.726.8643</u> CONTACT PERSON: <u>Jose Cornejo / Richard Crady</u>	SCOPE OF WORK: <u>Uniform supplier</u> AGE OF FIRM: <u>27 years</u>	YES <u>X</u> NO: _____ IF YES, DBE <u>X</u> OR MBE _____ OR WBE _____	_____ Less than \$500K _____ \$500K-\$2 mil <u>X</u> \$2 mil - \$5 mil _____ more than \$5 mil.	<p align="center">YES</p> <p align="center">or</p> <p align="center">NO</p>
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.	<p align="center">YES</p> <p align="center">or</p> <p align="center">NO</p>
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.	<p align="center">YES</p> <p align="center">Or</p> <p align="center">NO</p>

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

Name of Bidder/Proposer: MV Transportation, Inc.

Name/Title of person completing this form: W.C. Pihl, Executive Vice President

Is Bidder/Proposer a DBE? Yes No

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

Signature: 

Date: July 24, 2014

Number of Records Returned:1

Selection Criteria:

Vendor : JCM & ASSOCIATES INC

Vendor Name: JCM & ASSOCIATES INC

Certification: DBE

DBA:

Former Name:

Mailing Address:5443 E WASHINGTON BOULEVARD
COMMERCE, CA 90040-

Contact Name: JOSE CORNEJO

Phone: (800) 543-3732

Fax: (323) 726-8643

Email: RICHARD@BLUEGOOSEUNIFORMS.COM

Statewide Availability: N

Certified NAICS

315990 Apparel Accessories and Other Apparel Manufacturing

448190 Other Clothing Stores

DRUG-FREE WORKPLACE FORM

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

MV Transportation, Inc.

does:

(Name of Business)

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

July 24, 2014

Date

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

N/A

BID #: **RTSX-140047-DS**

DUE DATE: **June 25, 2014
@ 3:00 pm**

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

IF YOU DO NOT BID

Please check the appropriate or explain:

- _____ 1. Not enough bid response time.
- _____ 2. Specifications not clear.
- _____ 3. Do not submit bids to Municipalities.
- _____ 4. Current work load does not permit time to bid.
- _____ 5. Delay in payment from Governmental agencies.
- _____ 6. Do not handle this item.
- _____ 7. Other: _____

Company: _____

Address: _____

Addenda Acknowledgement

ADDENDUM NO. 2



Date: June 18, 2014

Bid Date: June 25, 2014
3:00 P.M. (Local Time)

Bid Name: ADA Paratransit Service in City of Gainesville
and Alachua County

Bid No.: PWDA-140047-DS

NOTE: This Addendum has been issued to the holders of record of the specifications and attendees of the non-mandatory pre-bid meeting held on June 11, 2014.

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

1. The question submittal deadline has passed; no additional questions will be answered.
2. The following are answers/clarifications to questions received by the question submittal deadline:

Question1: Effective 2014, the Affordable Health Care Act will incur significant costs to contractors in the area of personnel benefits. Since its signing into law in 2010, the Act has had little impact on bid pricing, and many contractors have chosen to disregard the cost implications of this act in price proposals. While we consistently budget these costs in our operations, our company has been challenged in procurements when competing against those companies whose price has been artificially lowered by failure to comply with the provisions of this law. In an effort to ensure compliance with the Affordable Health Care Act, we respectfully ask that the City of Gainesville takes one of the following actions:

- Mandate that all bidders comply (in both technical and price proposals) with the provisions of this act effective January 2014, and submit official certification of compliance; and / or
- Provide benchmark costs per employee for healthcare obtained through the Affordable Health Care Act; thus ensuring that all bidders are using the same per person costs when projecting participation levels and overall cost relative to benefits; or
- Provide adequate assurances that the City of Gainesville will open contract negotiations at the time that this Act impacts employers (and not before); thus allowing bidders to submit price proposals based on the current costs of doing business.

Answer1: Per Sec VII paragraph 1.2 Price quotes associated with this contract will be binding and will not be renegotiated until 3 years after the award of the contract and only adjusted in accordance with the CPI and not to exceed 3%. The one exception to this provision, which is stated in Sec VII paragraph 1.3, is the City's willingness to allow renegotiation of trip rates for overhead costs associated with the change of lease or rent fees for the facilities used to provide ADA Paratransit service. This is the only overhead cost that will be considered for renegotiation to change trip costs during the first two years, and Contractor must request the change and substantiate the costs with back up documentation.

Any costs incurred for driver health care costs should be included in the trip pricing associated with this proposal and stipulated in a cost breakdown provided with the company price proposal submitted in response to this bid.

Question2: Currently, the current service provider provides Trapeze. Please confirm that all bidders must include a scheduling/reservation/dispatch software in their cost proposal.

Answer2: In Sec VI paragraph 5 items h and i under "The Contractor must" to be considered for this contract the bidders must stipulate their willingness to have and provide Trapeze software to operate the MDTs on City provided vehicles. Without the software the bidder will not be considered for the contract. Additionally in paragraph H. item 2. It is again stipulated the contractor will provide Trapeze paratransit management software.

Question3: Currently, the current service provider pays approximately \$67K annually to maintain and support the MDTs and Trapeze software integration. Please confirm that bidders will have to continue to maintain and support the MDTs and Trapeze Software.

Answer3: In paragraph H. item 2. It is stipulated the contractor will provide Trapeze paratransit management software; therefore it should be part of any price proposal and costs associated with providing this service should be delineated in the price proposal to ensure compliance with the requirement. Plus as previously stated without the Trapeze software the bid will not be considered.

Question4: Please confirm that the phone system should have reporting capabilities.

Answer4: Yes, reporting capabilities are required by the ADA and are stipulated in Section Q 2b(vi). This data is required for the Quality Assurance Program (QAP) report and the contractor must have the ability to report the on-hold times and calls received on both the Customer Service and reservation lines.

Question5: Currently, the current service provider uses 2-way radios. Please confirm that all bidders will have to provide two way radios for communicating with the base and drivers.

Answer5: Yes, in Paragraph I (1) the contractor is to install and maintain a two-way communication system for continuous voice communication between dispatch and all drivers performing ADA trips under this contract.

Question6: Currently, the current service provider does not get paid for no show trips. Please indicate whether the current policy of not paying for no shows will be part of the contract during the new contract term.

Answer6: Correct, No-show trips will not be paid for. There is a no-show policy associated with this contract as stipulated in Section F item 4 and the contractor is expected to properly enforce this policy to minimize no-shows, in order to effectively manage overhead costs.

Question7: Currently, the current service provider provides trips outside the City of Gainesville and throughout Alachua County. Please confirm that all bidders will have to provide trips outside the City and County as funding permits

Answer7: **Yes, as grant funding permits RTS expects the Contractor awarded the bid to provide all trips requested by RTS in support of this proposal.**

Question8: Currently, the current service provider pays the City \$2600 a month for 20 City provided vehicles. Please confirm that all bidders will have to pay the City for vehicles throughout the new contract term.

Answer8: **Yes, in Section W discussed the Capital Replacement fund fee, which is levied in association with the number of vehicles the city provides to the Contractor. Currently RTS is providing 20 vehicles and charging a flat fee of \$2,600 dollars. The fee is determined by dividing the local grant match required of RTS to purchase the vehicle by 5 (expected years of service life for the vehicle). The provision of fewer vehicles will mean a smaller monthly fee. Currently RTS has applied for grants to obtain at least 11 new vehicles to replace the current vehicles, which have exceeded the service life and mileage standards established by FDOT regulations. The City/RTS expects FDOT to award the funds to purchase the vehicles in the next year. Therefore, per Section A Paragraph 4c the City/RTS is only committing to provide a minimum of 10 vehicles to provide the service. If more vehicles are needed to provide the service then the contractor will be required to provide the extra vehicles to ensure On-time performance (OTP) standards are met.**

Question9: Currently, our company installs Drive Cam (an event triggered device that records sudden stops, aggressive turning, or an accident) on all vehicles to manage unsafe driving habits and minimize accidents. Would the City object to the continued use of Drive Cam on the vehicles?

Answer9: **No, RTS applauds the current Contractor's emphasis and safety and appreciates the company's diligence in providing safe reliable service.**

Question10: Currently, the current service provider provides reservations Monday through Sunday from 8:00 AM to 5:00 PM. Please confirm that all bidders will have to provide reservations service Monday through Sunday from 8:00 AM to 5:00 PM.

Answer10: **Yes, the ADA requires riders to have the ability to make reservations the day before the trip is provided. Therefore, Contractors bidding to provide ADA service must comply with Section C paragraph 4c and be able to adjust to the same service hours as the fixed route and have the ability to take reservations as required to meet the needs of the City. Currently, those hours are 7 days a week between the hours of 8 AM to 5PM.**

Question11: There is a 33% increase in trips performed under the new RFP which will increase mileage for fuel, maintenance, and staffing. Please confirm that all bidders should use the estimated trips provided in the RFP as a basis to develop their cost proposal.

Answer11: **There appears to be some confusion associated with the number of trips delineated in the RFP. The trip totals provided included the trips provided by funds derived from 5317 grants and 5311 grants plus ADA trips. These are not estimations but the actual number of trips provided by the current contractor between 2007 and 2013. We are not sure how the 33% increase was determined because there has been a 47.4% increase in the number of trips since 2007. FY 08 to FY 09 the increase was 4.6% and in FY 09 to FY 10 only 1.45%. Then the total trips increased in FY 10 - FY11 by 12.8% and in FY 11 to FY12 12.3%. These large increases were primarily due to the addition of the 5317 and 5311 trips, which started in FY 10; when compared to the**

FY12 to FY13 when the increase was much smaller at only 4.3%. The year to year increase since 2007 only averages 6.7%. RTS believes a 5 to 6% increase in trips is a more realistic then 33%. Therefore, any Contractor wishing to submit a proposal to provide this service should use the trip totals provided in the RFP as a guide to estimate their pricing to provide the service and include all the staffing, vehicles, maintenance and fuel needed to provide the appropriate coverage necessary to ensure service standards do not decline as that would possibly cause liquidated damages to be incurred.

Question12: Would the City consider a fixed fee and a per trip rate to mitigate the risk associated with a 33% trip performed increase?

Answer12: **No, please provide cost per trip as described in Section VI the paragraph 1.3 chart in the RFP.**

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

CERTIFICATION BY PROPOSER

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

PROPOSER: MV Transportation, Inc.

BY: W.C. Pihl, Executive Vice President 

DATE: July 24, 2014

ADDENDUM NO. 1



Date: June 11, 2014

Bid Date: June 25, 2014
3:00 P.M. (Local Time)

Bid Name: ADA Paratransit Service in City of Gainesville
and Alachua County

Bid No.: PWDA-140047-DS

NOTE: This Addendum has been issued to the holders of record of the specifications and attendees of the non-mandatory pre-bid meeting held on June 11, 2014.

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

1. Any remaining questions are to be submitted in writing to the City of Gainesville Purchasing Division by 1:00 p.m. on June 16, 2014. Questions are to be submitted as follows:

Faxed (352) 334-3163
Attention: Daphyne Sesco
or
Email: sescoda@cityofgainesville.org

2. Find attached:

- Copy of the lobbying and blackout period definitions (Purchasing Procedure 41-424) distributed during non-mandatory pre-bid meeting
- Copy of the pre-bid meeting sign-in sheet

3. Daphyne Sesco, Purchasing Division, discussed bid requirements:

- Since this is a non-mandatory meeting you do not have to be present to submit a bid.
- The blackout period began once the bid was released and continues until contract award. No lobbying or discussions can occur between bidder and any representative of the City or GRU, except the designated purchasing staff contact; otherwise your bid will be disqualified.
- Verbal instruction does not change the terms of the solicitation – changes can only be made via a written addenda. Questions/Answers and topics of discussion addressed at this meeting will be available in an addendum for download through DemandStar.
- All communication, contact and/or correspondence must be with the buyer, Daphyne Sesco. Bidders who have contact with anyone other than the buyer (A/E, department, City elected officials, etc.) will be disqualified.

- Send questions in writing to Daphyne via fax or email. Any contact with staff other than the Purchasing representative may be basis for disqualification of your bid. Question submittal deadline is 5:00 p.m. on June 16, 2014.
- Responses are to be received in the Purchasing office no later than 3:00 p.m. (local time) on June 25, 2014. Any bids after 3:00 p.m. on that date will not be accepted. Bids must be physically received in the City's Purchasing Department. Only hand-delivered responses are acceptable (i.e., in person or through a delivery service such as FedEx, UPS).
- As Addenda are issued, the signature page should be included in the response acknowledging receipt of the addendum.
- CORRECTION: DBE means Disadvantaged Business Enterprise not Disabled Business Enterprise as stated on page 6.
- CORRECTION: The Evaluation Criteria as listed on page 8 should have included *Drug and Alcohol Program* and be stated in order of relative importance as follows:
 - Price/Cost
 - Technical Qualifications
 - Business Model Used to Undertake Project
 - Software Used to Operate MDTs
 - Staff Allocations
 - Degree Bidder is Able to Comply with the Overall RFP Requirements
 - Experience Providing ADA Paratransit
 - Vehicle Requirements
 - Training Program for Drivers and Office Personnel
 - Drug and Alcohol Program
 - Criminal Background Checks

4. Millie Crawford, ADA Transit Services Coordinator, stressed the following:

- Proposer must be located within City limit
- There must be no combining of positions
- Though RTS is in the process of obtaining grants for new cutaway vehicles, proposers must provide PassMon software

5. The following are answers/clarifications to questions received at the non-mandatory pre-bid conference:

Question 1: City provides vehicles with MDTs?

Answer 1: **Yes. Contractor provides MDTs and PassMon/Trapeze software for the vehicles they provide.**

Question 2: How many vehicles in use now?

Answer 2: **45, but RTS provides about 20. Coordinated system for Medicaid, etc. 150-200 trips per day under ADA.**

Question 3: All within City of Gainesville?

Answer 3: **Yes, but includes incorporated Gainesville due to 5317 grant (changing to 5310), with a Gainesville address. Some in Alachua County (5311 grant) but not as many, about 300 per month based upon \$50,000 allocation spread over 12 months.**

Question 4: Have you gone through Medicaid changes yet?

Answer 4: **Yes, MV Transportation has the CTC contract, as well as the current RTS contract.**

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

CERTIFICATION BY PROPOSER

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

PROPOSER: MV Transportation, Inc.

BY: W.C. Pihl, Executive Vice President 

DATE: July 24, 2014

CITY OF _____
GAINESVILLE

FINANCIAL SERVICES
PROCEDURES MANUAL

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out 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 the City Officials and Employee awards 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.

CITY OF GAINESVILLE
GENERAL GOVERNMENT PURCHASING DIVISION
NON-MANDATORY PRE-BID CONFERENCE
SIGN-IN SHEET

DATE: June 11, 2014 at 8:00 AM LOCAL TIME
BID #RTSX-140047-DS -ADA Paratransit Service in City of Gainesville and Alachua County
PRE-BID LOCATION: RTS Admin, 100 SE 10th Avenue, Conference Room
Gainesville, Florida, 32601
DUE DATE: June 25, 2014 at 3:00PM

YOUR COMPANY'S NAME, ADDRESS &
PHONE NUMBER

YOUR SIGNATURE, PRINTED NAME,
EMAIL ADDRESS & FAX NUMBER

1) Ride Right
16 Hawk Ridge Dr
Lake Saint Louis MO
63767
PHONE # (636) 695 5634

[Signature]
MARK S. Nelson
E-MAIL: ms@ride-right.net
FAX # ()

2) Ed Griffin
MV Transportation
PHONE # (407) 455-2632

[Signature]
Edward I. Griffin
E-MAIL: egriffin@mvtransit.com
FAX # ()

3) [Signature]
MV Transportation
St. Cloud FL
PHONE # (352) 919-2763

[Signature]
Edward F. Shea
E-MAIL: eshea@mvtransit.com
FAX # ()

4) Wes Adams
MV TRANSPORTATION, INC
PHONE # (407) 619-3905

[Signature]
Wesley Adams
E-MAIL: wesley.adams@mvtransit.com
FAX # ()

5) Mildred Crawford
RTS
PHONE # (352) 393-7826

[Signature]
Mildred A Crawford
E-MAIL: crawfordm@cityofgainesville.org
FAX # ()

CITY OF GAINESVILLE
GENERAL GOVERNMENT PURCHASING DIVISION
NON-MANDATORY PRE-BID CONFERENCE
SIGN-IN SHEET

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DUE DATE: June 25, 2014 at 3:00PM

YOUR COMPANY'S NAME, ADDRESS &
PHONE NUMBER

YOUR SIGNATURE, PRINTED NAME,
EMAIL ADDRESS & FAX NUMBER

6) MV Transportation, Inc
3713 SW 42nd Ave Suite #3
Gainesville, FL 32608

PHONE # (352) 375-2784

Marsha Rivera
SIGNATURE
Marsha Rivera
PRINTED NAME
E-MAIL: marsha.rivera@mvtransit.com
FAX # (352) 378-6017

7) MV Transportation
3713 SW 42nd Ave Suite #3
Gainesville FL 32608

PHONE # (861) 506-5721

Kelly Gonzalez
SIGNATURE
Kelly Gonzalez
PRINTED NAME
E-MAIL: Kelly.Gonzalez@mvtransit.com
FAX # ()

8) _____

PHONE # ()

SIGNATURE

PRINTED NAME
E-MAIL: _____
FAX # ()

9) _____

PHONE # ()

SIGNATURE

PRINTED NAME
E-MAIL: _____
FAX # ()

10) _____

PHONE # ()

SIGNATURE

PRINTED NAME
E-MAIL: _____
FAX # ()

Insurance Letter



#181044C

McGRIFF, SEIBELS & WILLIAMS OF OREGON, INC.

INSURANCE BROKERS

June 9, 2014

City of Gainesville
200 East University Avenue, Rm 339
Gainesville, FL 32601

Re: ADA Paratransit Service in City of Gainesville and Alacua County; RFP #RTSX-140047-DS

To whom it may concern:

McGriff, Seibels & Williams is the insurance broker for MV Transportation, Inc. (MV). We have placed the liability insurance programs for MV and can confirm that the existing insurance programs would cover their operations should they be successful in this bid.

The primary insurance program has been placed with ACE American Insurance Company (NAIC #22667, Rating A+XV), and the excess insurance coverage is provided by Lexington Insurance Company (NAIC #19437, Rating A XV).

Sincerely,

Jeremy Spitzack
Assistant Vice President
McGriff, Seibels & Williams

Telephone Reporting System



AXXESS is Your Gateway to Integrated Communications

To remain competitive today, you need an advanced yet efficient digital communications system—your communications system is your gateway to success. You need Inter-Tel's AXXESS. Its tightly integrated voice processing technology, advanced software applications, IP telephony functionality and transparent networking capabilities are your gateway to profitability.

AXXESS is a powerful digital platform with built-in advanced call processing features and functions that solve your complex communication requirements. Designed using flexible software technology (C++ and object-oriented programming), you add applications and upgrade system capabilities through software. It supports all your connectivity needs from simple desktop applications like contact management programs to complex system-level applications like Automatic Call Distribution (ACD). Programmable DSP (digital signal processing) computer chips let you replace hardware with software—saving you money while increasing functionality and flexibility. You can easily enhance and customize your system both at the desktop and system levels, according to your company's growing needs. A customized communication platform helps your employees work more efficiently and productively while increasing your profitability.

Advanced Digital Technology

AXXESS delivers many advanced yet easy-to-use features and applications—superior voice processing, interactive displays with function prompt keys, automatic call distribution with announcements,

PC-based attendant console, ISDN primary rate interface support, uniform call distribution with announcements, dynamic route optimization and much more. Its Open Architecture Interfaces (OAIs) at the desktop and system levels enable a multitude of useful business communication applications. System-level interfaces give you high-speed digital links for attached Computer Telephone Integration (CTI) applications. These interfaces provide true integration with voice mail, call routing, automated attendant, and third-party applications. AXXESS uses industry standard protocols, such as TAPI (Telephone Application Programming Interface), ASAI (Adjunct-Switch Application Interface), MVIP (Multi-Vendor Integration Protocol), CSTA (Computer Supported Telephony Applications) and DDE (Dynamic Data Exchange)—adding more flexibility to your system.

Multilingual Capabilities for Global Corporations

Because the AXXESS system is software driven, it is easily adaptable to other languages. AXXESS offers voice prompts and LCD displays in English, British, Japanese, and Spanish. Multi-cultural companies can receive voice processing prompts and LCD messages in the two most important languages they need. In today's global economy, it's smart business to connect in many languages.

Future Technology Integration

AXXESS delivers substantial communication benefits today—increased productivity, cost-savings, flexibility and system customization. Yet, as your business prospers and grows, so will your system. As technology adapts and advances so does Inter-Tel's innovative solutions. AXXESS is your solid foundation for your current and future applications.



AXXESS General Specifications

System Features

Account Codes

- Forced
- Forced on Toll Calls
- Standard
- Optional

Administrator Station Programming

Analog Keypad Support

Attendant Consoles

Automatic Call Distribution (ACD)

- ACD Agent ID
- Agent Help
- Agent Set
- Programmable Hunt Group Wrap-Up

Automatic Route Selection (ARS)

AXXESSORY Talk (for Integrated Voice/Data processing)

- Automated Attendant
- Automated Attendant Recall Destination
- Call Screening
- Cancel Unheard Messages*
- Centralized Voice Mail
- Custom Call Routing Announcements
- Directory Services
- E-Mail Integration****
- Fax-on-Demand****
- Fax Recognition****
- Inbound and Outbound Faxing****
- Message Notification/Retrieval
- Multilingual Voice Prompts
- Record-A-Call
- Return Call Via Caller I. D.
- Schedule Time-based Application Router
- Station Message Detail Recording (SMDR)
- Information Storage
- Supervised Transfer
- Voice Mail
- Voice Mail Networking (Digital or AMIS)
- Undelete Message
- Unified Messaging****

Call Accounting System

Caller Identification (I.D.)

Call Routing to Public Network

Central Office Line Access

CPU Redundancy**

Database Back-Up

Desktop Interface (PC Phone)

Diagnostics

Digital Networking (ISDN Based)*

Direct Inward System Access (DISA)

House Phones

Hunt Groups (75)

- Announcement Recording
- Overflow Recording
- Playback Device Capability

Multiple Music-on-Hold Ports

Music-on-Hold

Night Answer

Off-Premise Extension (OPX)

Open Architecture Interfaces

- Desktop Level (TAPI, ASCII, VBX, OCX)
- System Level (ASAI, MVI, CSTA, TSAPI, ASCII)

Operator Console

Paging (10 Zones)

Privacy

Secondary Extension Appearance

Single Line Sets

SNMP Support**

Supervisory Help

System Forwarding (200 Paths)

Toll Restriction

- Multiple Classes, Day and Night

Uniform Call Distribution (UCD)

UCD Hunt Members Spanning Nodes*

Station Features

Automatic Call Access

Busy Trunk/Station Callback (Queue)

Caller I.D. Name/Number Toggle

Call Forwarding (On or Off Premises)

- All Calls
- If No Answer
- If Busy
- If No Answer or Busy

Call Transfer (On or Off Premises)

- To Hold
- To Park
- To Ring

Call Waiting (Camp-On)

- Outside and Intercom Calls
- Off Hook Ringing

Conferencing

- 4 Party

Data Calls

Directed Call Pick-Up (Reverse Transfer)

Directory (I.C., C.O. and Feature)

Group Call Pick-Up

Group Listen

Individual Hold

Message Waiting Indication

Off-Hook Voice Announce (OHVA)

Redial (Last Number Dialed or Saved)

Remote Feature Programming

Remove/Replace From UCD/Hunt Groups

Speed Dialing

- Intercom – 10 Names and Numbers (16 Digits Each)
- Outside – 10 Numbers (16 Digits Each)
- System – 1,000 Numbers (32 Digits Each)

Station Password

System Hold

Digital Terminal Features

Background Music

Direct Station Selection/Busy Lamp Field (DSS/BLF)

Electronic Volume Controls

Feature and Line Keys

Green/Red LED Functionality

Hands-Free Answerback

Headset Capability

Hearing Aid Compatible Handset

Hot Keypad Dialing

Microphone Mute

Multiple Keymaps

Off-Hook Voice Announce

Off-Hook Dialing

Page Remove/Replace

Programmable Soft Keys

Programmable Station Keys

Simultaneous Voice/Data Calls

Speakerphone Operation

- Full Duplex Speakerphone (Standard on Executive Terminal)

Speed Dial Keys

Station-to-Station Messaging

User-Programmable Ring Tone

Digital Display

Terminal Features

Cost of Call in Progress

Date and Time

Do-Not-Disturb with Customized Messages

Identified Incoming Calls:

- Forwards
- Intercom
- Queue Callbacks
- Recalls
- Ring-Ins
- Speed Dial Names
- Transfers

Reminder Messages

Signaling Interfaces

Direct Inward Dialing (DID)

Dialed Number Identification Service (DNIS)

Automatic Number Identification (ANI)

Caller I.D.

E&M

PRI National ISDN-2 Support

T-1/OPX Disconnect

Trunk Group PRI Call-By-Call

Two Stage Caller Identification

Physical Interfaces

T-1

Loop Start

Ground Start

Direct Inward Dialing (DID)

ISDN PRI

DSP Applications

6 DTMF Receivers

8 Caller I.D. Receivers

16 Conference Circuits

12 Conference and 4 DTMF Receivers

8 Standard Speakerphones

4 Full-Duplex Speakerphones

System Capabilities

The AXXESS is a universal-slot, carded system. Actual number of stations and trunks depends on the number and type of cards and station instruments installed. The following cabinet and card resources are provided:

Single Cabinet

7 Universal Card Slots

Expanded Cabinet

14, 21 or 28 Universal Card Slots

CPU64 Card***

1 DSP Chip, 3 RS232 Ports, PCM Link

CPU-128 Card

1 DSP Chip, 3 RS232 Ports, PCM Link

CPU-256/PCM Card

1 DSP Chip, 3 RS232 Ports, PCM Link

CPU-512/PCM Card

1 DSP Chip, 3 RS232 Ports, PCM Link, Fiber Optic Connection

NT CPU (512)**

1 DSP Chip, 3 RS232, 2 Ethernet

10 BaseT Ports, PCM link, Fiber Optic Connection

Options Card (OPC)

PCM Link, RS232 Port, up to 4 DSP Chips per card

Digital Keypad Cards (DKSC)

8 or 16 Circuits

Analog Keypad Cards

8 Circuits

Data Loop Ground Start Trunk Card (DLGC)****

4 Circuits

Data Loop Ground Start Trunk Daughter Card (DLGC-D) ****

4 Circuits

Loop Start Trunk Cards (LSC)

4 Circuits

Loop Start Daughter Cards (LSC-D)

4 Circuits

Loop/Ground Start Trunk Cards

4 Circuits

Loop/Ground Start Daughter Cards

4 Circuits

Single Line Cards (SLC) w/Lamp Options

8 Circuits

16 Circuits

T-1 Cards

24 Trunks

ISDN PRI Cards

23 Voice Channels, 1 Data Channel

4, 6 Amp Power Supply

Approximate KSU Dimensions

Height	11.4 in. (29.0 cm.)
Width	16.4 in. (41.7 cm.)
Depth	11.5 in. (29.2 cm.)
Weight Empty	16.0 lbs. (7.2 kg.)
Loaded	23.0 lbs. (10.4 kg.)

* Available with V5.2 in Q3, 2000

** NT CPU only

*** AXXESS 64 CPU only

**** Not available with AXXESS 64 CPU

***** Available in Q4, 2000

AXXESS is classified as a PBX system.
(FCC registration #BE2USA-24359-PF-E)



7300 West Boston Street • Chandler, Arizona 85226 • (480) 961-9000 • www.inter-tel.com

Some features or applications mentioned may require a future release and are not available in the current release. Future product features and applications are subject to availability and cost.

Specifications subject to change without notice. Some features may require additional hardware and/or special software.

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Satisfied Client Letters



Rick Scott
Governor

June 20, 2014

David Darm
Chairperson

Mike Willingham
Vice Chairperson

Steve Holmes
Executive Director

To Whom It May Concern:

Re: MV Contract Transportation

MV Transportation has been the Community Transportation Coordinator (CTC) for Alachua County since 2003. Through this designation and contractual relationship with the Commission for the Transportation Disadvantaged, MV has provided excellent service to the community. We have found their responsiveness in billing and reporting to be excellent. They have developed a good working relationship with members of the Local Coordinating Board and CTD staff. We are pleased with the service MV has provided to the citizens of Alachua County.

Sincerely,

Karen Somerset
Assistant Director



#181044C

Serving

Alachua • Bradford

Columbia • Dixie • Gilchrist

Hamilton • Lafayette • Madison

Suwannee • Taylor • Union Counties

2009 NW 67th Place, Gainesville, FL 32653 - 1603 • 352.955.2200

December 18, 2013

Mr. Edward Overn, Regional Vice President
MV Transportation, Inc.
5910 N. Central Expressway
Dallas, TX 75206

Dear Mr. Overn:

I am pleased to recognize Mr. Kelly Gonzalez and the entire MV Transportation Alachua County Project staff for their excellent performance as the Alachua County Community Transportation Coordinator. Mr. Gonzalez and his staff have had great success providing a high quality of transportation services in Alachua County.

Our office continues to receive only occasional calls from passengers about their service concerns. When passengers call with concerns, Mr. Gonzales always responds to the passengers and to our office promptly. Mr. Gonzales and his staff are also very responsive to our requests for information and assistance.

Oftentimes, Mr. Gonzalez and his staff will go out of their way to assist passengers. Recently, an individual was having difficulty reapplying for Transportation Disadvantaged Program eligibility. Mr. Gonzalez made sure his service was not interrupted while his eligibility application was being processed. Mr. Gonzalez and his staff are very patient and understanding when working with their passengers.

Mr. Gonzalez has gone out of his way to assist our office. When we were asked by a local church group to provide information about the availability of transportation services in Alachua County, Mr. Gonzalez accompanied me on a Sunday morning to speak about the services that MV Transportation provides. He is very knowledgeable about public transportation and safety requirements. His expertise assists the Alachua County Transportation Disadvantaged Coordinating Board in making recommendations for improvements to the coordinated transportation system. Mr. Gonzalez has an excellent working relationship with the local Coordinating Board members, local elected officials and agencies that purchase transportation services.

It is truly a pleasure working with Mr. Gonzalez and his staff. We look forward to continuing to work with MV Transportation to successfully plan and coordinate transportation disadvantaged services in Alachua County.

Sincerely,

Lynn Godfrey, AICP
Senior Planner

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Dedicated to improving the quality of life of the Region's citizens,
by coordinating growth management, protecting regional resources,
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711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

January 17, 2014

City of Fairfield
Attn: Wayne Lewis, Project Manager
2000 Cadenasso Drive
Fairfield, CA 94533

RE: Fairfield and Suisun Transit RFP 2013-14

board of directors

Dear Mr. Lewis:

barbara heller
president
city of san rafael

judy arnold
vice president
supervisor district 5

kathrin sears
2nd vice president
supervisor district 3

susan l. adams
director
supervisor district 1

madeline kellner
director
city of novato

steve kinsey
director
supervisor district 4

katie rice
director
supervisor district 2

I write to share my experience working with MV Transportation here at Marin Transit. MV was originally awarded a contract to provide rural service for Marin Transit in 2006. In 2011, after a competitive procurement, MV was awarded a new and expanded contract to provide rural and seasonal service for Marin Transit. The seasonal service is a summer weekend shuttle service that takes passengers from a Park and Ride in Mill Valley to the Muir Woods National Park visitor center. In 2013 Marin Transit further expanded the service provided by MV Transportation to include supplemental school service on six routes. Additionally, in 2013 MV was awarded a separate contract with Marin Transit to manage our Catch-A-Ride program, a subsidized taxi service for seniors.

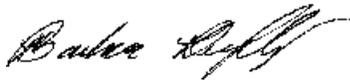
If I could sum up in one word our experience with MV it would be accommodating. Over the last five years Marin Transit has been in a period of expansion: both increasing service levels and adding new services. MV has been a true partner in picking up new services and delivering them efficiently, safely, and in true collaboration with Marin Transit staff. Our Muir Woods Shuttle service is a partnership with the National Park Service, and Park Service staff has been unfailingly complimentary regarding the flexibility and high level of professionalism exhibited by MV staff in providing this service. A recent example of the MV's ability to handle unusual situations effectively occurred during this past holiday season. This year Marin Transit and the National Parks piloted a new Muir Woods Shuttle service to accommodate visitors over the Christmas holidays. On New Year's Eve, while the service was in full swing, a King Tide came in and blocked the entrance to the Park and Ride where customers were directed to catch the shuttle. This meant that drivers were arriving at the Park and Ride with visitors on their buses and the buses could not

enter the Park and Ride to return the visitors to their cars. MV drivers and Supervisors remained calm, kept the passengers calm, and managed to secure alternate routes and stops real time during the period of the tide. This is just one example of the resourcefulness of the MV staff on this property.

Based on our experience with MV I would highly recommend them as a transportation provider for your agency.

Sincerely,

Barbara Duffy
Director of Operations and Planning
Sincerely,

A handwritten signature in black ink, appearing to read "Barbara Duffy", with a stylized flourish at the end.

Barbara Duffy
Director Operations and Planning



Livermore Amador Valley Transit Authority

January 16, 2014

To Whom It May Concern:

This letter of recommendation is for MV Transportation who operates and maintains fixed route bus services for the Livermore Amador Valley Transit Authority (LAVTA). MV has been LAVTA's contracted operator since 2002.

MV's on-site management team continues to be of very high quality. They work long hours to ensure our services are delivered daily in a cost-effective manner. This is very much appreciated as LAVTA still struggles to overcome the financial challenges we face in the transit industry.

Noteworthy in this past year has been the improvement in safety and the reduction in preventable accidents we have experienced. LAVTA suffered a bad year in 2012, and a concerted effort was launched by MV in 2013 to improve. As a consequence, our incidents decreased greatly, and liability and property damage claims were similarly reduced.

In short, MV continues to deliver a quality service to LAVTA and continues to be an excellent partner in the delivery of transit services to the Tri-Valley community.

A handwritten signature in blue ink, appearing to read 'P. Matsuoka'.

Paul Matsuoka
Executive Director
LAVTA

December 26, 2013

Mr. John Siragusa, President
MV Transportation Inc
4620 Westamerica Drive
Farifield, CA 94534

SUBJECT: Annual Review

Dear Mr. Siragusa,

MV Transit has operated the KART bus systems since July of 2003, it is with great pride that I look back on the accomplishments, improvements, and performance of KART's fixed route and demand response bus systems over the past year. All of which would not have been possible without the relationship our two organizations have built together.

The level of dedication, professionalism, and leadership displayed by the General Manager, Dave Nave, the Maintenance Manager, Skyler Summers, the Operations Supervisor, Gabriel Tabarez, and the Dispatch Supervisor, Carolyn Irvine is inspiring. Additionally, I would like to acknowledge the entire Hanford Division team for their first-class customer service.

The greatest system improvement accomplishment during 2013 for the Hanford Division was our bus stop amenities project. This project required valuable input from MV's management, dispatch, and drivers. This first phase of this project (bus stop sign installation) has been completed successfully and the next phase (Shelter Installation) is scheduled to begin in February 2014. Although this seems like a small project, it took multiple years to get approved through various local committees. MV Staff actively participated in all meetings providing information and support for this project.

I continue to be impressed with the day-to-day operations of the system. Although a team effort, I would like to acknowledge the professionalism, and dedication exhibited by the Dispatch Supervisor Carolyn Irvine. No matter what is happening she remains calm, quickly addresses issues, and effectively communicates with clients and the entire Hanford Division team.



Kings Area Rural Transit (KART)
629 Davis Street - Hanford, California 93230
OFFICE (559) 852-2692
FAX (559) 584-2527
www.mykartbus.com

Lastly, as I reflect on 2013, I look at all of the resources that were used to operate and improve our system. One of those resources is **knowledge**. MV's Hanford Division Team is at the top of my resource list for transit related knowledge. The Hanford Division Team provides valuable knowledge on every aspect of operations, system adjustments, system improvements, and regulations that govern transit systems.

I am proud of the excellent service that we provide, the collaborative relationship that we have forged, and the ability to overcome obstacles. I would like to express my thanks to the Hanford Division Team for all of their dedication in making the KART system safe and reliable, I look forward to our continued joint success during this next year.

Sincerely,

A handwritten signature in blue ink that reads "Angie Dow". The signature is written in a cursive, flowing style.

Angie Dow
Executive Director



34009 ALVARADO-NILES ROAD
UNION CITY, CALIFORNIA 94587

December 19, 2013

David Smith
Vice President - Operations
MV Transportation
5910 N Central Expressway, Suite 1145
Dallas, TX 75206

Dear Mr. Smith:

The City of Union City appreciates its continuing partnership with MV Transportation to provide valuable transit and paratransit service to the residents of Union City. In the past year, MV has passed the City's third-party maintenance inspections as well as that of the California Highway Patrol. It has also successfully implemented the necessary driver training and operational changes related to our most recent service changes in October. I would like to thank Mr. David Brophy and the rest of the MV Transportation team for their dedication to Union City Transit and Paratransit and wish them continued success in 2014.

Sincerely,

A handwritten signature in black ink, appearing to read "Mintze Cheng". The signature is fluid and cursive.

Mintze Cheng
Public Works Director

cc: Wilson Lee, Transit Manager

December 18, 2013

John Siragusa
President, MV Transportation
5910 N. Central Expressway, Ste. 1145
Dallas, TX 75206

RE: Commendation of County Express Team and General Manager Tony Mercado

Dear Mr. Siragusa: *John*

I am pleased to provide this commendation letter for Tony Mercado of MV Transportation and the entire County Express operations team. I have worked with Tony and his team for the last 7 years. During this time, I have come to appreciate all the hard work your local team has done, the knowledge Mary Leon brings to the team, and the leadership of Tony Mercado.

MV has a proven track record when it comes to the safety of passengers, drivers, and vehicles. MV drivers are courteous to passengers and go the extra mile to make each trip safe and on-time.

Your local team effectively communicates with my transit staff when issues arise and helps to resolve issues promptly. This open communication is critical to maintaining high quality transit service to riders in San Benito County.

Tony also sits as the Chair of our Social Services Transportation Advisory Council where he provides valuable operational information to Council members.

Through the leadership of MV Transportation, I hope County Express will continue to improve and ridership will increase. We will be implementing new dispatch software technology which will improve the efficiency of our operations.

I look forward to another successful year working with you and your MV Transportation team. If you have any questions, please feel free to contact me at (831) 637- 7665.

Sincerely,



Lisa Rheinheimer
Executive Director



#181044C

ADVISORY BOARD OFFICERS
Ronald Bergstrom, CHAIRMAN
Robert C. Lawton, Jr., VICE CHAIRMAN
George H. Dunham, CLERK
Thomas S. Cahir, ADMINISTRATOR

CAPE COD REGIONAL TRANSIT AUTHORITY

BARNSTABLE BOURNE BREWSTER CHATHAM DENNIS EASTHAM FALMOUTH HARWICH MASHPEE ORLEANS PROVINCETOWN SANDWICH TRURO WELLFLEET YARMOUTH

December 11, 2013

To Whom It May Concern:

The CCRTA has recently completed our second year with MV as our operator. I continue to be impressed with the professionalism exhibited throughout the entire company. Our General Manager John Kennedy and Assistant General Manager Fred Valdivia are very attentive to detail and have worked tirelessly toward improving all aspects of our transportation service. We have seen marked improvement in our on-time performance, significant safety improvements and a host of other measures that have clearly improved operations at the CCRTA. In addition, Adem Adem has been extremely responsive and very accessible as well.

We are quite proud of our performance here on Cape Cod and enjoy strong support from our Advisory Board and all 15 Cape communities. MV has been a tremendous partner in achieving many of our lofty objectives. I could not be happier with the overall MV performance and look forward to continuing our partnership going forward.

Sincerely,

Thomas S. Cahir
Administrator



215 IYANNOUGH ROAD P.O. BOX 1988 HYANNIS, MA 02601
(508) 775-8504 (508) 775-8513 FAX
www.capecodrta.org info@capecodrta.org



CHIEF FINANCIAL OFFICER

cminor@elkocountynv.net

DEPUTY COMPTROLLER

Debbie Armuth

darmuth@elkocountynv.net

TRANSIT COORDINATOR

Abigail Wheeler

awheeler@elkocountynv.net



#181044C
ADMINISTRATION/
FISCAL AFFAIRS & TRANSIT
571 Idaho Street, Room 105
ELKO, NEVADA 89801
Telephone (775) 748-0359
Fax (775) 753-8535

12/9/13

To Whom It May Concern:

This letter is in regard to the MV Transportation, Inc.'s performance as a transit contractor in the operations of GET My Ride, on behalf of Elko County Transit Department.

Elko County operates a small demand response transit service in the City of Elko and in the surrounding area. This service is primarily for the transportation of seniors and people with disabilities, but serves the general public as well. We went out for RFP in May of 2013 and we were looking for a few main things from the contractor: 1) To operate the program in the most beneficial way to maximize efficiency to the community; 2) To be compliant with FTA regulations to the extent possible; and 3) To have timely and accurate reporting.

I was pleasantly surprised when a company the size and with the experience of MV Transportation, Inc. sent in a proposal. One of the things that impressed me the most with MV Transportation, Inc. is the standardized policy and procedures. For example, they have a standard FTA compliant Drug and Alcohol Policy and Maintenance program. But, they have other safety and operational policy and procedures that are flexible to this business unit. They also comply with the local ridership policy in relation to their own standard policies.

Mark Elias, the Vice President of Operations - Northwest, has traveled out here several times to assist in the startup and is available at any time by email or phone. Goran Petrovic, the General Manager has traveled out here many times to coordinate the startup, to set up vendors for the service, such as maintenance vendors. He has brought with him members of the maintenance staff from another location to ready the vehicles for startup and to train the vendors to perform proper maintenance on the vehicles. They also brought in a fantastic trainer from the Spokane location to ready the drivers for the startup to this company from the previous contractor.

Part of the RFP was to have an onsite manager. MV Transportation, Inc. hired a lead dispatcher with seven years of experience from the Ogden location and moved her to Elko to be the Operations Manager. She has brought consistency to our service, along with improved customer service. She understands the FTA regulations, trains her staff to the same knowledge and she provides accurate and timely reporting. She has also done a remarkable job in improving the scheduling, which has caused an increase of ridership and revenue.

I can honestly say; this has been the best change for the transit service in this area.

Sincerely,


Abigail Wheeler



602 Main Street, Suite 1100
Cincinnati, Ohio 45202-2549

#181044C

Lisa Aulick, Director
513-632-7589
laulick@go-metro.com

December 6, 2013

Chad Hockman
Regional Vice President
MV Transportation
5910 N. Central Expressway
Dallas, Texas 75206

It gives me great pleasure to write this letter of recommendation on behalf of MV Transportation. SORTA has had the great fortune of working with MV Transportation for many years to meet the transit needs of our community.

We continue to be delighted with the services provided by General Manager, Mike Roth. Mike is committed to great customer service and improving route efficiency while driving OTP and productivity upward. He is very responsive to our requests and is flexible in meeting the ever-changing demands of our customer's needs and organizational changes.

Mike Roth and the local team are well-trained and professional. The team cares about client satisfaction, courtesy and dedication. Our success is undoubtedly the result of safe and reliable transportation services that MV provides.

Under the leadership of the local team (Mike Roth, General Manager, Brandon Fox, Operations Manager, John Jester, Maintenance Manager and the newest member of the team Zachary Huffman, Safety & Training Manager) the organization works well together to reduce safety incidents and to increase on time performance and productivity. Year to date, Access's OTP 95%, and productivity is 2.297.

As you know, over the past year we have been faced with some challenges. For example, more than half of our fleet was scheduled for replacement with newer vehicles. However, there was a delay and the new vehicles were not ready for service. In addition, we are experiencing an increase in ridership due to Hamilton County Developmental Disability Services eliminating transportation funding for their clients. As our ridership increased and our buses began to fail, we were concerned that service would be negatively impacted. The local team and SORTA came together and without fail, service was not impacted. This took time, scheduling and planning to ensure that we had enough vehicles for daily pull out. The MV team remained professional and made sure that customer service was not impacted. This is truly the spirit and dedication of the local team and MV Corporate support.

Finally, I would like to thank you and MV Transportation Corporate for your ongoing support and commitment to SORTA. I am confident that our partnership will continue prosper well into the future.

Sincerely,

Lisa Aulick
Director, ADA & Accessible Services

Access is a shared-ride public transportation service, providing origin-to-destination transportation in small buses for people whose disabilities prevent them from riding Metro buses.



Carlos Hernandez
Mayor

Isis Garcia-Martinez
Council President

Luis Gonzalez
Council Vice President



#181044G
Council Members

Jose F. Caragol
Vivian Casals-Muñoz
Katharine E. Cue-Fuente
Paul B. Hernandez
Lourdes Lozano

City of Hialeah

December 03, 2013

MV Contract Transportation
Ed Overn Regional Vice President

Mr. Ed Overn,

I am writing this letter to share how pleased I am that we have MV Transportation as our service provider for the City of Hialeah Circulator! We have seen the difference that it makes as I have said, now we have a 'professional company' serving our community.

We have seen a decrease in the number of customer calls and complaints. I was also impressed at the level of training I observed being given to the Operators! Your Safety Training Program far surpasses what our previous provider had given to our drivers.

With Mr. Anthony Rodriguez as General Manager, we have a true partnership that we feel will take our service to the next level. Mr. Rodriguez has been dedicated to improving the service and working with us to make the needed changes from the beginning. He has done an excellent job in creating a professional climate to work in for the Operators. We also see the corporate support that MV has provided in the areas of Safety and Maintenance.

I look forward to working with MV Transportation and growing our service to meet Hialeah's Community needs. We have had a great start and appreciate the MV Team and their dedication to providing the best service possible for the City of Hialeah.

Sincerely,

Mr. Jorge de la Nuez



November 5, 2013

Jose Tony Mercado
Regional Manager
MV Transportation
555 Tully Road
San Jose, CA 95112

RE: Avenidas and MV Transportation

Dear Tony:

This year represents our eleventh year of working together.

Over these years Avenidas and MV Transportation have together served nearly a thousand physically and cognitively impaired older adults without a serious incident. Given the physical and cognitive losses found in our participant population this is a significant accomplishment and reflects the high quality of transportation service that is provided day-in and day-out.

This letter acknowledges our successful relationship and expresses our appreciation for your service, and your responsiveness to the operational issues which normally arise.

Thank you for your continuing good cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Sink".

John F. Sink
Vice President, Programs

October 15, 2013

Marsha Moore
MV Transportation, Inc.
5910 N Central Expressway, Suite 1145
Dallas, TX 75206

Re: Implementation of TimePoint Software Products at Spokane Transit

Dear Marsha,

I thought I would give you an update on our implementation of the MV Transportation, Inc. Customer Service Enhancement technology products that MV provided to STA as part of our contract with MV. As you are aware, a main factor in Spokane Transit selecting MV as our contractor was the improvement in technology that your team provides as part of the contractual partnership.

We have been working with your technology team since August to prepare our pilots for the Agency Monitor (Agency trip information) and the Mobi App (individual client trip information-*Thebus.mobi*) products, part of your TimePoint Software. Your team's support has been excellent. They have addressed any problems and provided outstanding support in training the agencies we selected for our pilots with multiple training sessions. During the training sessions, feedback from agency personnel was nothing but positive. Members of a dialysis group could see the advantage of knowing when the van was coming and matching that to how well the patient was doing in their process. Our local ADH group was pleased to not only use the information as documentation of those persons they are serving on a daily basis, but also as a guide to group their clients together based on the estimated pick up times and van information, helping speed up our pick up process.

On October 9, 2013 we held our Paratransit User's Group meeting. This group provides feedback to Spokane Transit on our service and gives us reactions to upcoming service changes we are considering. We introduced the Agency Monitor to them at our last quarterly meeting in June. Several members of this group are employees of the pilot agencies for MV's TimePoint products. All who have used the Agency Monitor have been pleased with the product. They all had overwhelming positive feedback regarding the ease of use and they were surprised by how accurate the information was. We also previewed the Mobi App with them. This generated much excitement amongst the Group. We had several volunteers who wanted to pilot this program and each had a different reason. They liked the idea of not having to call in and wait, they liked the idea of seeing their trips for the entire day and they were enthusiastic about the fact that they would know when we were arriving for pick up and an estimate of when they would arrive at their destination.

On this day as well, our Director of Operations presented the Agency Monitor as one of Spokane Transit's Paratransit Customer Service tools for interacting with our customers (in this case Agency personnel) to our Board Committee.

In summary, this letter was sent to advise MV Transportation, Inc. of the progress we have had in implementing the technology enhancements that MV has provided to Spokane Transit. We wanted to give you some feedback as to the excellent reception the products have garnered from our customers and pilot users. And finally, we want to thank you and your team for the positive experience we have had in working with MV's technology team in the implementation. All has added to STA's overall experience of bringing on MV as our Supplemental Service Provider for Paratransit this year. We look forward to continuing this implementation process and bringing on the next product that MV has offered which is a selected use of the IVR system.

Sincerely,



Denise Marchioro
Spokane Transit
Transportation Manager-Paratransit
1230 West Boone Avenue
Spokane, WA 99201

cc: John Siragusa, MV Transportation, Inc.
Mark Elias, MV Transportation, Inc.
Patty Talbott, Spokane Transit



Western Contra Costa
Transit Authority

August 19, 2013

Mr. Carter Pate, CEO
MV Transportation, Inc.
5910 N. Central Expressway, Suite 1145
Dallas, TX 75206

Dear Mr. Pate,

As WCCTA enters into the first year of a new contract period with MV Transportation, I am writing to express my sincere appreciation to you, your excellent staff, and to the entire MV organization, for the outstanding service we have received throughout the previous 13 years of our partnership with you. As you know, we were pleased to award a new multi-year contract to MV in April, 2013 after a particularly competitive procurement. In the end, the decision to award to MV came down to our desire to retain the outstanding local management staff MV has committed to this contract.

Our partnership with MV extends back to the year 2000, when WCCTA made our first contract award to your firm. We consider ourselves extremely fortunate to have had Electra Jeter in the role of MV's Pinole Division General Manager throughout the 13 years MV has operated our fixed route, paratransit and express bus services, and maintained the WCCTA fleet.

Electra has worked in close partnership with our agency to expand and continually improve service to our community. She has assembled an outstanding workforce, and has been proactive in creating the culture of openness and trust that defines our location, and that governs the interactions with our passengers and the broader community. Additionally, she has been extraordinarily generous with her own time and financial resources in responding to a broad array of charitable and philanthropic projects in the local area. These efforts have included providing meals to families in need on a number of occasions throughout the year. Though Electra prefers to maintain a low profile about her support for less fortunate members of our community, her contributions are recognized and sincerely appreciated by the WestCAT staff and Board of Directors.

It is gratifying to see how successful Electra has been in establishing a workplace where employees are valued and respected, and where people enjoy coming to work each day. In preparation for a driver appreciation event later this week, we have been preparing commendation certificates for all MV employees who have been working at our location for five years or more. Perhaps nothing better illustrates the effectiveness of Electra's approach than the fact that the vast majority of her employees fall into this category, with many having served the community for over fifteen, twenty or twenty five years (and in the case of the longest tenured driver, more than thirty one years).



The dedication and public service focus of Electra's team has earned WestCAT strong support from the communities we serve, as evidenced by the many positive comments and commendations we have received from our passengers throughout the year. It has also resulted in statewide acknowledgement during the last year, with WestCAT being selected as the California Association for Coordinated Transportation's (CalACT's) "Outstanding Transportation Agency".

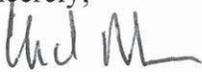
I want to specifically recognize the level of professionalism and dedication Electra's staff has toward passengers on the WestCAT system. Improvements in customer service and safety continue to be the focus of daily operations, which has resulted in an exemplary safety record throughout our contract with MV.

This year, I would like to acknowledge the entire management team for their outstanding performance. Assistant General Manager Karen De Rosa, Safety and Training Manager Denise Williams, Dispatch Manager Telisha Burns, and newly assigned Operations Manager Stacey Burks. The management team members have worked exceptionally well together, and have implemented a number of initiatives that have further improved the already outstanding record of operational safety and efficiency. I also want to commend the entire Pinole maintenance staff under the direction of Maintenance Supervisor Al Warner. The mechanics on staff, some of whom are comparatively new to transit, have demonstrated an excellent work ethic, and a strong desire to learn and to develop mastery of the skills needed in their professional work.

In closing, I also want to express my appreciation for the excellent responsiveness and support we have received from Derik Calhoun, in his role as Regional Vice President. While our location runs very effectively under the direction of the local management team, there have been occasions where we have asked for the assistance through MV's corporate office. In all instances, whenever we have made a request, Mr. Calhoun has responded immediately and constructively, and has brought expertise and resources to help us reach the best outcome.

Again, it is with great pleasure that I acknowledge the fine job that MV has done at all levels of your organization. Thank you.

Sincerely,



Charles Anderson
General Manager

MUNICIPALITY OF ANCHORAGE



Public Transportation Department

907-343-8402

Mayor Dan Sullivan

August 6, 2013

City of Colorado Springs
City Contracting Division
30 S. Nevada Avenue, Suite 201
Colorado Springs, CO 80903

Re: RFP R13-072JM - Management and Operation of Paratransit Service

To Whom It May Concern:

I am writing in regard to MV Transportation, Inc.'s performance as paratransit contractor in the operation of AnchorRIDES Coordinated Paratransit System on behalf of the Municipality of Anchorage, Public Transportation Department.

MV has performed well as our provider since July 2007. Overall, we have found the company and its employees to be responsive, reliable, and effective in their duties. They improved the reputation of AnchorRIDES with our customers and in our community by providing professional and safe service.

In coordinated transportation, MV successfully manages and operates multiple modes of paratransit: demand response, deviated fixed route, and shuttle service. MV capably provides various service level requirements transportation for ADA paratransit, OAA Senior transportation, Medicaid Waiver transportation, Title 1 pupil transportation, general public deviated fixed route and a health service shuttle. These multiple funding sources have different eligibility rules, service hours, service areas and faring and MV has been a willing and effective provider for "one-stop transportation service" throughout Anchorage.

Additionally, MV helped us achieve a great 2010 FTA Triennial Review, with exceptional ratings in the area of maintenance. I anticipate the same results in our upcoming 2013 Triennial Review.

I recommend MV to any agency looking for a partner in the operation of their transit systems.

Sincerely,

Susan Shiffer
AnchorRIDES Contract Administrator
Municipality of Anchorage | Public Transportation Department
P 907-343-6331 | F 907-343-4042 | C 907-244-2020

July 23, 2013

To whom it may concern:

Almost three years ago, San Joaquin Regional Transit District (RTD) contracted out a portion of its transportation services through a Request for Proposal (RFP) process. MV Transportation became the successful bidder and commenced operating the service in September of 2010. The seven day per week service MV provides includes all of RTD's county operations which consists of operating and maintaining approximately 50 vans, cutaways, diesel-electric hybrid Gillig coaches, and 45-foot MCI coaches with an operating, maintenance, and utility staff of over 75 fulltime employees.

RTD has realized many benefits as a result of this relationship including a cost savings, which allowed RTD to maintain revenue services to the county and community. In addition, RTD's relationship with MV provides the flexibility to subcontract expanded regional, charter, and special projects work to MV – a partnership which continues to flourish.

Further benefits realized through our partnership with MV Transportation include the following:

- MV provides an operating staff with the professionalism in appearance and customer service that RTD requires.
- MV's maintenance staff and program meet or exceed RTD guidelines for vehicle preventive and responsive maintenance.
- MV's local management staff is responsive, professional, skilled in maintenance/operations, and good to work with, including representing RTD's best interest in the community and through public meetings and events.
- MV continues to help grow RTD services by professionally operating and maintaining new services with neighboring cities such as Mountain House, Ripon and Escalon, California.
- MV has been a key logistics partner in our upcoming bus yard consolidation, service adjustments, and potential future programs.

We highly recommend MV Transportation locally as a skilled and strategic partner in our current operations – the local management team and support staff represent the interest of RTD well and are a pleasure to work with. In addition, we highly recommend MV's corporate team as helpful, reliable, and dependable partners in our current growth.

Sincerely,



Norm Tuitavuki
Director of Operations



PLANNING DEPARTMENT

June 18, 2013

Ed Overn
Regional Manager
MV Transportation, Inc.

Dear Ed,

It is with a great deal of satisfaction that I write you today to tell you about the status of MV's management and operations of our Cary Transit since Valerie Courchesne was assigned her role as our General Manager (GM). Well, I can tell you that you were right about Valerie. She is a mover and a shaker when it comes to attacking problems and developing long range strategies to keeping things running smoothly and minimizing problems. She is by far, the best General Manager that has been at Cary Transit since I arrived 10 years ago.

The system is now setting new records on ridership. Customer service has improved and complaints have decreased, particularly on our door to door services. She's taking bold action to deal with tough personnel issues and bringing in better staff. Through Val's efforts, we have also set new all time high records in passenger trips per hour on our door to door services over the past two months.

It is so nice to have a GM who is highly competent, a great communicator, super motivator, and highly respected by Town staff and her own MV staff. I thank you for helping to make this happen and all that you do for our system as well.

Valerie is constantly thinking outside the box on how we can further improve our system. This is something that she doesn't do just every now and then, but every day. We are fortunate to have someone of her caliber and hope to have her at the operations helm here for many years to come.

On behalf of the Town of Cary, thanks for all that MV does to make us the great system that we are today. We have more work to do of course and will need your support as we move forward with additional improvements in the near future.

Cordially,

Ray S. Boylston
Transit Services Administrator
Town of Cary

TOWN of CARY



April 3, 2013

W. Wayne Fritz
Region Vice President
MV Transportation, Inc.
5415 E. KcKellips Road, Unit 89
Mesa, AZ 85215

Dear Mr. Fritz,

In June of 2011, MV Transportation was selected through a competitive Request for Proposals process, as the operations and maintenance contractor for Burbank Bus fixed route service. MV Transportation was professional and prepared throughout the subsequent transition period from the previous contractor. The planning and execution by the transition team, allowed for an efficient changeover resulting in uninterrupted operations and retention of a significant number of existing staff.

Throughout their tenure at Burbank, the onsite management team led by MV Transportation General Manager Michael Sherrill, has consistently been responsive to City staff requests for system performance data, National Transit Database (NTD) data and field operation inquiries. Additionally, Mr. Sherrill along with support from operations and maintenance personnel, provide City staff relevant information regarding daily operation performance and vehicle status. MV Transportation continues to keep a fleet of seventeen Compressed Natural Gas (CNG) buses in excellent mechanical and aesthetic condition and has passed all California Highway Patrol (CHP) annual Terminal Inspections during their tenure.

Mr. Sherrill has also been an excellent customer service representative of Burbank Bus. Mr. Sherrill typically responds to customer service matters personally. Mr. Sherrill gathers pertinent information through a variety of methods including contacting customers, discussing customer service approaches with staff and utilizing field observation. Investigations are performed timely, objectively and often with positive results.

In addition to the staff that performs day-to-day Burbank Bus operations, MV Transportation has provided technical, safety and training support through its corporate network. MV Transportation corporate staff has been readily available and responsive to inquiries regarding service delivery options.

During its tenure as the operations and maintenance contractor for Burbank Bus fixed route service, MV Transportation has performed requisite duties well. The onsite team provides quality route performance, vehicle maintenance and customer service. MV Transportation continues to demonstrate through their performance, they are a dedicated partner with Burbank Bus and are committed to delivering reliable service for our passengers.

Sincerely,

Adam Emmer
Transportation Services Manager



Ashtabula County Department of Job & Family Services

Patrick J. Arcaro, Executive Director

ACTS Toll Free Ph: 1-800-445-4140 Fax: 440-994-2025	Job Source / One Stop Ph: 440-994-1234 Fax: 440-992-7826	Social Services / Child Care Ph: 440-994-2050 Fax: 440-994-2025	Financial / Medical Asst. Services Ph: 440-998-1110 Fax: 440-998-1538	Fraud Hot-Line Enforcement Ph: 440-998-1110 Fax: 440-998-1538	Nursing Home Services Ph: 440-994-2050 Fax: 440-994-2059	Child Support Enforcement Ph: 440-998-1110 Fax: 440-994-2025
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March 28, 2013

Kevin Klika
Chief Operations Office
MV Transportation Inc.
360 Campus Lane, Suite 201
Fairfield, CA 94534

Mr. Klika:

I am writing in regards to the service MV Transportation Inc. has provided to our County in terms of the operation of the Ashtabula County Transportation System (ACTS).

Denita Fields, General Manager, has been responsive to our needs and our community passengers. She maintains a "hands-on" approach and spends countless hours working to ensure exceptional service to the public.

In addition, we are pleased with the corporate support and follow up given by Chad Hockman, Regional Vice President, when we express concern about something that may need attention.

In closing, our partnership thus far remains positive and I would like to thank MV Transportation, Inc. for the job they have done at all levels of the organization.

Respectfully,

Patrick J. Arcaro
Executive Director

CC: Board of Ashtabula County Commissioners
Susan Stoneman, ACTS Project Manager



March 7, 2013

Dear MV Transit:

As Board Chairwoman of GRTC Transit System for over five years, I have had the opportunity to work on many complex issues that relate to public transportation. Under the leadership and direction of Eldridge Coles, developing sound policies, excellent business practices, I believe GRTC Transit System is poised to take another step in the right direction once again.

The executive management team provided by MV Transportation has proven to be invaluable and plays a critical part of GRTC's success. MV Transportation has consistently provided GRTC with beneficial resources in several areas. The off-site staff at MV has always been responsive, accommodating and when needed, visible to the needs of the Board and GRTC.

Eldridge Coles has worked closely with me on many of these complex issues and he has always provided me with viable solutions. He has exceeded my expectations as the Chief Executive Officer. His progressive thinking and caring attitude as a leader has inspired many at GRTC to achieve more.

Eldridge has proven to be extremely trustworthy and continuously demonstrates his belief in total transparency. He possesses a high level of empathy and sensitivity towards his employees and his customers which have tremendously increased the level of morale and public perception of GRTC. Eldridge has always made himself available and constantly remains knowledgeable of any and all issues related to GRTC and the transit industry. He also possesses the ability to successfully interact and communicate with individuals from all walks of life on many levels.

I am extremely confident that Eldridge's leadership skills and his wealth of knowledge of the industry will continue to move GRTC forward in the right direction to meet the transit challenges of the future.

Should you have any questions, please feel free to contact me directly at 804.205.6627.

Sincerely,

A handwritten signature in black ink, appearing to read "Linda G. Broady-Myers".

Linda G. Broady-Myers



City of Show Low

February 28, 2013

Mr. Wayne Fritz
MV Transportation

550 North 9th Place
Show Low, AZ 85901
Telephone (928) 532-4000
Facsimile (928) 532-4009
info@ci.show-low.az.us
www.ci.show-low.az.us

Dear Mr. Fritz:

It is with great pleasure that I write this letter of recommendation on behalf of MV Transportation and your general manager Thomas Hakenewerth.

On July 1, 2003 I assumed the administrative responsibility for the public transportation service (Four Seasons Connection) in the City of Show Low and the Town of Pinetop-Lakeside. Despite years of administrative responsibility as the Community Services Director with the City of Show Low, I had no experience whatsoever in dealing with public transportation. Now with nearly ten years under my belt I appreciate the fact that MV Transportation has made this administrative opportunity a very pleasant one.

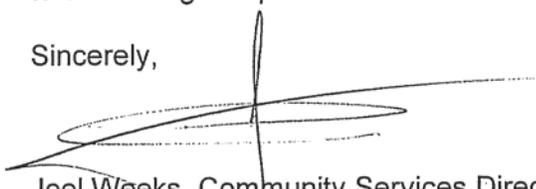
During these ten years, MV Transportation and I have enjoyed a very good relationship and have been very successful in working together on a number of issues. In particular we have worked hard at continuing our comprehensive marketing plan for advertisement on the buses that has proven very successful. We have worked through a number of difficult route related issues to the satisfaction of the majority. In addition, we have successfully started and maintained the White Mountain Connection (commuter route to Holbrook). We are currently working with the White Mountain Apache Tribe in hopes of adding a public transit system that would meet the needs of their people.

MV Transportation has always been willing to do whatever it takes to get the job done and has made my administrative role a very pleasant one. If I have a concern, MV Transportation always listens. If they have a concern, I always listen. We have developed a mutual respect and appreciate the respective abilities that we each possess.

The Four Seasons Connection and the White Mountain Connection, under MV Transportation's direction have become very important parts of the transportation system in the White Mountains. The popularity of these service continues to grow and it meets the needs of many residents who would otherwise be without any means of transportation. MV employs an excellent general manager and he has our respect, the respect of his staff and the public that we collectively serve.

It is obvious that Tom has the support of the leadership at MV Transportation. We look forward to continuing this productive relationship well into the future.

Sincerely,



Joel Weeks, Community Services Director
City of Show Low



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-0163
214/749-3278

February 6, 2013

Mr. Kevin Klika
MV Transportation, Inc.
5910 N. Central Expwy.
Suite 1145
Dallas, TX 75206

Dear Kevin,

As you are probably aware, my team and I have been reviewing MV Transportation, Inc.'s performance data on a daily basis since October 1, 2012, and I wanted to make you aware of how pleased we are with the progress that you and your team have made since implementation.

In less than 90 days, MV has been able to achieve performance measurements beyond what we were able to accomplish over the past 13 years. This is a tremendous feat, especially considering that we are saving about \$7 million a year in operating costs alone! This equates to DART's subsidy decreasing by approximately \$10 per passenger. You and your team have helped us to realize our goal of providing a higher quality service with less cost.

We realize that our new service model was very aggressive. We also understand that DART hiring many of the previous contractor's Paratransit drivers, along with all of our Scheduling and Dispatching staff, presented quite a challenge for MV. You rose to the occasion and our riders are better off for it.

In a casual conversation that I had recently with DART's Board Chair, John Danish, he indicated that he was pleased at how well things are going with our service. Please send my thanks to your team and keep up the great work!

Sincerely,

A handwritten signature in blue ink, appearing to read "Doug Douglas", is written over a blue circular stamp or seal. The signature is fluid and cursive.

Doug Douglas
Vice President, Mobility Management Services

c: Carol Wise
John Adler
Donnie Thompson
Tammy Haenftling

REVISED FOR BEST AND FINAL OFFER- 7/24/14

SECTION VII – PRICE PROPOSAL

- 1.1 The following pricing is submitted as the all-inclusive pricing to provide paratransit services in accordance with the requirements of the Scope of Work/Services as set forth in this RFP document. Enter below for each service the total amount (price) to be paid by the CITY. The Estimated Quantity listed in each of the following Schedules are for evaluation purposes only.
- 1.2 Proposal pricing shall be an all-inclusive per trip unit price for all services performed under this contract. Said pricing shall be firm for the first year of the five year contract. Beginning with year two (2) of the contract, if requested by contractor within 90 days of the start of the contract year, the City and Contractor will enter into negotiations regarding a price increase. The basis for negotiation shall be the U.S. Bureau of Labor Statistics National Consumer Price Index (CPI), All Urban Consumers, "U.S. All Items, 1982-84=100- CUUROOOOSAO", "Not Seasonally Adjusted", "U.S. city average" as measured for the previous 12 month period ending in May of each year. Any agreed upon increase shall not exceed 3% per year.
- 1.3 If circumstances regarding your overhead costs to provide the contracted service changes, then contractor may submit a request, with proper documentation, for renegotiation of the per trip rates. The City will allow one such renegotiation opportunity only during the first two years of the contract.

City of Gainesville Service Area

First Year Contract Rates

Line Item	Description	Estimated Quantity Per Month	Unit	Year 1 Unit Price
1	ADA Service Area Ambulatory	3,574	Per Trip	\$ 29.23
2	ADA Service Area Wheel Chair	1,108	Per Trip	\$ 33.18
3	ADA Companions	28	Per Trip	\$ 7.80

MV

 Name of Firm



 Authorized Signature

W.C. Pihl, Executive Vice President

 Printed Name

8/11/2014

 Date