Appendix C
CTC
Request for Proposal
(Sample)
REQUEST FOR PROPOSALS

FOR

Paratransit Services For Jacksonville Transportation Authority

PROPOSAL RETURN DATE: Thursday, November 15, 2012, 2:00 P.M.

PROPOSAL NUMBER:

P-13-005

A Mandatory Pre-Proposal meeting will be conducted on Monday, October 22, 2012 at 10:00 A.M. at the following location:

Jacksonville Transportation Authority
Board Room
100 N. Myrtle Avenue
Jacksonville, Fl 32204

Proposers cannot copy and/or re-distribute this document for use by other Proposers. In order to submit a proposal for this project and be considered for evaluation, the prime vendor must have received this RFP from the Jacksonville Transportation Authority and be listed as the official RFPn holder on the official Jacksonville Transportation Authority Plan Holders List. If you have requested and received a copy of the Request for Proposal from the Jacksonville Transportation Authority, you are an official plan holder. If you submit a proposal for this project and you have not received this RFP from the Jacksonville Transportation Authority and are not listed on the official plan holders list maintained by the Jacksonville Transportation Authority your proposal will be deemed non-responsive and will not be opened or evaluated.

Date Advertised: Tuesday, October 9, 2012
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>NOTE TO ALL PROPOSERS</th>
<th>PAGE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact with Selection Panel/Authority Board Members</td>
<td>4</td>
</tr>
<tr>
<td>DBE Goal for this Agreement</td>
<td>4</td>
</tr>
<tr>
<td>Required Forms</td>
<td>4</td>
</tr>
<tr>
<td>Pre-Proposal Meeting</td>
<td>5</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>5</td>
</tr>
</tbody>
</table>

## SECTION I - INTRODUCTION

| Introduction to the Authority | 6 |
| Request for Proposals | 6 |
| Eligible Proposers | 6 |

## SECTION II - SCOPE OF RFP

## SECTION III - GENERAL RESPONSE REQUIREMENTS

| Proposal Return Date | 67 |
| Addenda to RFP | 68 |
| Proposal Identification/Authorized Signatories | 68 |
| Method of Acceptance | 68 |
| Irrevocability of Proposal for Subcontractors | 69 |
| Waiver and Rejection | 69 |
| Non-Warranty of RFP Information | 69 |
| Conformity to Applicable Laws | 69 |
| Contingency Fee Prohibited | 70 |
| Audit Provisions | 70 |
| Insurance Requirements | 71 |
| Safety Requirements | 75 |

## SECTION IV - FORM OF CONTRACT; COMPENSATION; PERFORMANCE REQUIREMENTS

| Form and Term of Contract | 80 |
| Prompt Payment to Subcontractors and Suppliers | 80 |

## SECTION V - SELECTION CRITERIA
Requirements for Respondents 82
Minimum Requirements 83
Proposers Responsible for Addressing Criteria 83
Evaluation Criteria 83

SECTION VI - PROPOSAL PROTEST 94

SECTION VII - FORMS AND REQUIRED CLAUSES 95

Attachment 1 Non-Collusion Proposal Certification 96
Attachment 2 Public Entity Crime Information 97
Attachment 3 Proposer's Standard Assurance 98
Attachment 4 Certifications of Eligibility 99
Attachment 5 Government-Wide debarment and Suspension (non-procurement) 100
Attachment 6 Conflict of Interest Certificate 102
Attachment 7 Lobbying 103
Attachment 8 Access to Records and Reports 104
Attachment 9 Federal Changes 105
Attachment 10 Copeland Anti-Kickback Act 105
Attachment 11 No Government Obligation to Third Parties 105
Attachment 12 Program Fraud and False or Fraudulent Statement and Related Acts 106
Attachment 13 Privacy Act 106
Attachment 14 Civil Rights Requirements 107
Attachment 15 Incorporation of Federal Transit Administration (FTA) Terms 108
Attachment 16 Fly America 108
Attachment 17 Environmental Protection 108
Attachment 18 DBE Program and Forms 109
Attachment 19 Bidder’s List 118
NOTE TO ALL BIDDERS:

Contact with Selection Panel/Authority Board Members
From release of this RFP and until final contract awards are made by the Authority, all contacts, which must be specifically related to questions or queries for clarifications in response to this RFP, are to be directed to the JTA Project Manager. With the exception of contact with the listed Project Manager for posing specific questions regarding responses to this RFP, Consultants and subconsultants responding to the work covered by this RFP will not solicit nor contact any other employee of the Authority, including any members of the Authority’s Board of Directors and the Authority’s Executive Director, from the release date of this RFP through the date of contract award by the Authority, for purposes of discussing the merits of any specific response or response team or firm proposing on work listed within this RFP. Any such contact shall immediately disqualify the offending consultant or subconsultant from any consideration for selection to provide any services sought by this RFP.

There is an established DBE Goal for this Agreement

The proposer shall make a Good Faith Effort to subcontract at least 30% of the dollar value of the total amount of this agreement to certified DBE Subconsultants (Race Conscious). Please read and adhere to all instructions in Attachment No. 18. Failure to adhere to these statements will deem your proposal and being non-responsive.

Required Forms
Proposers are required to complete and return all forms (see section VII) and addendum(s) with a signature line or blank space requesting information.

Please note the FTA Required Contractor Certifications contained in Section VII. These FTA forms can not be marked “N/A” and returned with the proposal as an effort to comply with proposal requirements. These FTA forms MUST be completed, signed and returned with your proposal based on dollar amount referenced below.

If the JTA determines that a proposer has failed to return a completed and signed required form(s) and/or addendum(s) the vendors proposal will be rejected as non compliant. The dollar amount, type of proposal and DBE requirements are examples of circumstances that determine if a form is applicable to your RFP.

The dollar amount for the Government Wide Debarment and Suspension is $25,000.00 and over. Most of the other Federal forms have a dollar amount requirement of $100,000.00 and over.
Mandatory Pre-Proposal Meeting

A Mandatory Pre-Proposal Meeting will be conducted on October 22, 2012 at 10:00 A.M. at the following location:

Jacksonville Transportation Authority
Administration Building Board Room
100 N. Myrtle Avenue
Jacksonville, FL 32204

No questions concerning this proposal will be accepted after 5:00 P.M. on October 26, 2012. Submit all questions to Purchasing in writing at purchasing@jtafla.com.

Sign-In sheet from the Mandatory Pre-Proposal Meeting will be made available in an addendum, as will with the answers to the questions received prior to the posted deadline for questions.

Proposers cannot copy and/or re-distribute this document for use by other Proposers. In order to submit a proposal for this project and be considered for evaluation, the prime vendor must have received this RFP from the Jacksonville Transportation Authority and be listed as the official RFPn holder on the official Jacksonville Transportation Authority Plan Holders List. If you have requested and received a copy of the Request for Proposal from the Jacksonville Transportation Authority, you are an official plan holder. If you submit a proposal for this project and you have not received this RFP from the Jacksonville Transportation Authority and are not listed on the official plan holders list maintained by the Jacksonville Transportation Authority your proposal will be deemed non-responsive and will not be opened or evaluated.
SECTION I
INTRODUCTION

The Authority

The Jacksonville Transportation Authority (the “Authority”) is a public body politic and corporate and an agency of the State of Florida created under Chapter 349, as amended, Florida Statutes. The Authority is a transit and transportation facilities provider in North Florida, constructing and improving roadways as well as constructing, equipping and operating transit services. The Authority operates in Duval County, Florida (the “County”), including in the City of Jacksonville, Florida (the “City”), and surrounding areas.

Request for Proposals

Under this Request for Proposals (this “RFP”), the Authority is seeking proposals for paratransit carrier services (and under certain options set forth in this RFP, additional management and operations services) for its paratransit operations.

Eligible Proposers (General)

Corporations, limited liability companies, limited partnerships, limited liability partnerships, partnerships, sole proprietors and joint ventures (Florida or otherwise) are eligible to submit proposals in response to this RFP. If the proposer is a joint venture, the Authority will treat the entity as a general partnership for all purposes, and the joint venture must submit, in addition to the other submissions required by this RFP, evidence of the authority of the individual(s) submitting the venture’s response that such individual(s) is duly authorized to bind the venture. Each other entity submitting a proposal shall cause its proposal to be signed by a senior executive officer, manager, or general partner. Submitting a proposal in response hereto is deemed to be a representation and warranty by the entity and individual submitting it that such entity has duly authorized the proposal and the individual(s) signing such proposal have the authority to do so on behalf of the entity.
SECTION II
SCOPE OF RFP

1. SCOPE OF SERVICES
1.1. GENERAL
The scope of services described in this section ("Scope of Services") is a general guide and is not intended to be a complete list of all work and materials necessary to complete the project or supply goods or services. The Scope of Services contains work tasks believed necessary for Paratransit Services that meets JTA needs.

1.2. PURPOSE OF THE SOLICITATION
JTA is seeking to contract with a Contractor for carrier and other operations and management services for JTA’s Connexion paratransit transportation. As detailed in the rest of this section of the RFP, the selected Contractor will provide one of the following service models (Proposers are required to submit on all three models—will be refered to as Service Models):

1. Operations Only Service Model (Service Model 1): The Contractor shall provide drivers (hiring and training), vehicle operations, road supervision, insurance and claims management, and service monitoring. The selected Contractor also shall prepare reports on service delivery. This option is similar to how JTA is currently contracting its paratransit service. JTA will be responsible for overall administration of the contract and services, including provision of vehicles, establishing service policies, managing public information, managing contracts with funding agencies, determining rider eligibility for certain programs, reservations of trips, scheduling of trips, dispatching, carrying out maintenance of vehicles, cleaning and washing of vehicles, providing vehicle fuel and managing the rider comment and complaint process.

2. Operations, Dispatching and Scheduling Services Model (Service Model 2): The Contractor shall provide all services in the Operations Only Service Model, and will also perform and manage trip scheduling and vehicle dispatching. JTA will be responsible for overall administration of the contract and services, including provision of vehicles, establishing service policies, managing public information, managing contracts with funding agencies, determining rider eligibility for certain programs, reservations of trips, carrying out maintenance of vehicles, cleaning and washing of vehicles, providing vehicle fuel and managing the rider comment and complaint process.

3. Full-Service Model (Service Model 3): A full-service, “turnkey” operation. The Contractor shall provide all services in the Operation, Dispatching and Scheduling Services Model, and will also perform and manage trip reservations, customer service (defined as assisting riders with information about scheduled rides and the status of pickups), maintenance of vehicles, providing fuel and fueling vehicles, and cleaning and washing vehicles.
The following table summarizes the responsibilities of the Contractor and JTA under each of the three service delivery options described above:

<table>
<thead>
<tr>
<th>Entity</th>
<th>Trip Reservations</th>
<th>Trip Scheduling</th>
<th>Riders’ Info.</th>
<th>Dispatching</th>
<th>Hiring &amp; Training Drivers</th>
<th>Vehicle Operations</th>
<th>Road Supervision</th>
<th>Service Monitoring</th>
<th>Maintenance</th>
<th>Fueling</th>
<th>Service Reports</th>
<th>Cleaning &amp; Washing</th>
<th>Operational &amp; Parking Facility</th>
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<tbody>
<tr>
<td>Contractor</td>
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Service Model 1: Operations Only Service Option

Service Model 2: Operations, Dispatching and Scheduling Services Option

Service Model 3: Full-Service Option

Due to fleet replacement schedule, JTA is requiring that the vendor provide (as an option and priced on a per vehicle basis) up to twenty-five (25) new vehicles. However, the final number of required vehicles, if any, will be determined during negotiations.

The selected Contractor shall provide all services directly with employees of the company and through selected subcontractors. Notwithstanding subcontracting of portions of the work, the selected Contractor remains fully liable for the delivery of all services under the contract. Where subcontractors are utilized, they must meet all driver, vehicle, maintenance, operating, and reporting requirements. If the Full Service Model is selected by JTA, the selected “turnkey” Contractor also must retain full scheduling and dispatch control of all subcontracted operations. All vehicles operated directly by the selected Contractor must be fully dedicated to JTA services. Any subcontracted operations also must fully dedicate vehicle hours during the time they are utilized.

As detailed in the “Billing and Payment” section of this RFP, the selected Contractor will be compensated on a bi-monthly basis. Variable operating, Incentives and penalties related to service performance and contract compliance will also be applied to billings for services provided as set out in the “Incentives and Penalties” section of this RFP.

A contract term under this RFP will be one four-year base term with two (2) two-year options to extend.

For Service Models 1 and 2, JTA will provide an operations and maintenance facility. The facility for vehicles, to include parking, maintenance, fueling, cleaning and washing will be at
JTA’s main campus at 100 N. Myrtle Ave. Contractor’s administrative staff (i.e. dispatching, scheduling and reservations) will be housed at 5711 Richard Street. For Service Model 3, the Contractor shall be responsible to obtain and outfit appropriate facilities for the work to be performed.

Proposers also are requested to identify all vehicles needed for the portion of the services which will be directly operated.

1.3. **TYPES OF SERVICES TO BE PROVIDED**

JTA administers and coordinates different types of paratransit and Transportation Disadvantaged (TD) transportation programs for residents of Duval County. As part of regional coordination efforts, JTA may also provide paratransit and TD trips within the surrounding counties. The selected Contractor will assist JTA by managing and operating services required under each of these programs. The following types of services are currently administered under the Connexion contract.

1.3.1. **ADA Complementary Paratransit Service**

This service is provided by JTA as required by USDOT regulations implementing the Americans With Disabilities Act of 1990 (ADA). As required by these regulations (49 CFR Parts 27, 37 and 38), individuals with disabilities who are unable to use the fixed route JTA system and who are determined “ADA Paratransit Eligible” by JTA are eligible to use this service. Information about rider eligibility is maintained by JTA in a master rider file. ADA rider eligibility information is therefore easily accessed as part of the automated reservations and scheduling process. All types of trip purposes are served, without prioritization, under this program, and the service must be operated without “capacity constraints” as detailed in the regulations.

1.3.2. **Transportation Disadvantaged (TD) Service**

This service is provided using funding made available to JTA by the Florida Commission for the Transportation Disadvantaged (CTD) under Florida Stature 427. Certain seniors, persons with disabilities, low-income individuals, and others who meet the definition of “transportation disadvantaged” under Florida Statute 427 are eligible to use this service. JTA makes determinations of TD eligibility and maintains this eligibility information as part of a master rider file. TD rider eligibility information is therefore easily accessed as part of the automated reservations and scheduling process. Service policies, including trip purposes, days and hours of service, service area, fares, and other policies are established through a Local Coordinating Board (LCB) and detailed in contracts that JTA has with the state CTD. Currently, TD funding is used to provide trips for TD eligible riders who are not ADA Paratransit Eligible or who are traveling outside of the fixed route area (defined as 3/4 mile corridors around all fixed routes).

Because TD funding is limited, requests are served on a first-come, first-served basis and are prioritized by JTA as follows: (1) critical care medical trips, (2) other medical trips, (3) employment trips, (4) education trips, and (5) other trips.

1.4. **SERVICE POLICIES**

The following is a summary of key operating policies for the services to be provided under this RFP. In some cases, the policies vary by type of service/program. Where these differences exist,
they are noted. The selected Contractor must develop written operating procedures to effectively implement these policies, and ensure implementation through training, service monitoring and retraining. Throughout the term of the contract, service policies may be revised to meet regulatory requirements or contract requirements of funding agencies. The selected Contractor must work with JTA to implement revisions, when required.

1.4.1. Service Area
Federal ADA regulations only require ADA paratransit service within ¾ of a mile of fixed routes. JTA may in the near future amend its fare policy to distinguish between trips with origins and destinations that are within ¾ of a mile of fixed routes and those that have origins or destinations outside the ¾-mile corridors around fixed routes. TD transportation service is mainly provided throughout Duval county area only for trips where the origin, the destination, or both are outside the ¾ mile corridors that define the formal ADA service area.

1.4.2. Days and Hours of Operation
ADA and TD are provided seven days a week commensurate with fixed route transit service hours, which may include some overnight service. As indicated in the “Key Service Statistics” section of this RFP, though, most trips are provided between 5:00 A.M. and 7:00 P.M.

1.4.3. Fares
ADA riders pay $2.00 per trip and TD riders pay $2.50 per trip. On April 30, 2013, the ADA fare increases to $2.50; and TD to $3.00. On April 30, 2014, the ADA fare increases to $3.00; and TD to $3.50. Trips outside the ADA service area are $6.00 per trip. Trip deviations on JTA’s Community Shuttle are waived for ADA and TD eligible clients.

All fares are paid in cash or cash value on STAR smartcards.

All riders are expected to have exact change and drivers are not required to make change.

Drivers are not allowed to accept or solicit tips. As part of its internal service monitoring function, the selected Contractor will be required to monitor to ensure that drivers are not soliciting or accepting tips from riders.

1.4.4. Reservations Policies
Trips are scheduled by telephone reservation currently; pick-up times are negotiated with callers and scheduled pick-up times are provided at the time of the call.

Trip reservations for all types of services are taken in person from 8:00 A.M. until 5:00 P.M., seven days a week.

ADA trip requests can be made from seven days in advance. TD trip requests are only accepted one day in advance. Same day service (defined as making new reservations on the day of service) is not provided under any program, with the exception of hospital discharges.

Riders under all programs are limited to making up to three (3) round-trip requests per call.
Standing orders (subscription service) can be requested by riders if they are traveling to and from the same locations at the same times and days each week. Standing order trip privileges can be revoked if a rider changes a standing order trip more than once per month. Standing orders can be suspended and then reinstated by riders if they know they will not be using the service for one or more days.

1.4.5. Changes to Return Times, No-Strand Policy, and “Will-Call” Requests

Riders who are ready more than two hours earlier than the originally scheduled return pick-up time may call to request that the return time be adjusted. These requests are to be accommodated if possible as long as they do not negatively impact other riders. Changes to pick-up times on the day of service are not guaranteed.

Riders who are unable to keep a scheduled return time pick-up and either call in advance to alert Contractor of their situation or no-show the return and then call to request a later pick-up time are not to be stranded. A revised return trip pick-up time shall be arranged within 90 minutes, or as soon as is possible without negatively impacting other riders.

For medical trips only, if riders are unable to estimate a return trip pick-up time, the return trip may be entered into the system as a "will call return." For all other trip purposes, riders must specify a requested return trip pick-up time. For “will-call return” trips, the return trip pick-up time will be left open in the system and the rider will be instructed to call the Call Center when they are ready to be picked-up. Riders will also be informed of the will-call service policy if the trip is booked this way, so they are aware of the potential wait/response time. Will-call return trip pick-ups shall be made within ninety (90) minutes of the Call Center receiving notification from the rider that they are ready to be picked-up. The selected Contractor shall monitor and manage the number of will-call trips scheduled to ensure that this response time can be provided.

1.4.6. Trip Purposes

For ADA eligible riders, all trip purposes are serviced without any prioritization.

TD service is limited and is therefore provided on a first-come, first-served basis. TD trips also are accepted based on the following prioritization: (1) critical care medical trips; (2) other medical trips; (3) employment trips; (4) education trips; (5) other trips. The selected Contractor shall work with JTA on an ongoing basis to analyze TD service demand, available funding and to determine the types and number of trips to be accepted by JTA.

1.4.7. Capacity Constraints

All eligible ADA trips are to be accepted and provided without trip denials, trip caps or waiting lists. TD service is capacity constrained, accepted on a first-come, first-served basis, and is subject to the trip prioritization policies noted above.

The amount and limits on local agency trips is specified by the contracting agencies.

1.4.8. Rider Assistance

For all Paratransit services, service is door-to-door. Drivers shall assist riders onto and off of vehicles, to and from seats or securement areas, and with the securement of wheelchairs and
passenger restraint systems. Riders are to be assisted when needed and when appropriate from the exterior door of the origin to the vehicle and from the vehicle to the exterior door of the destination. At large medical facilities with waiting rooms and lobbies, this may include announcing a vehicle’s arrival in the lobby/waiting room area. In no case will drivers go into private residences or beyond the exterior door or lobby of apartment buildings (“through the door”) or to waiting rooms or lobbies not in the immediate area of an exterior, ground-level door of a facility. Assistance to and from the exterior-most door will be provided only if there is an accessible path-of-travel that can be safely negotiated by the rider with driver assistance. Assistance is provided up or down one step or curb. Drivers shall never lose effective control of the vehicle or passengers on a vehicle to provide door-to-door assistance. This includes traveling more than 100 feet from a vehicle or losing sight of a vehicle. Where issues arise regarding the path-of-travel or ability to provide door-to-door service, the selected Contractors will have trained staff review the circumstances on a case-by-case basis, including site visits to origins and destinations where needed, to determine if the assistance can be safely provided. The selected Contractor shall be required to have established operating procedures consistent with this policy and driver training that ensures effective implementation of the policy.

Some riders may have a disability that requires that they not be left unattended at a destination. This will be determined in the eligibility determination process and an appropriate notation will be entered into the rider file. The selected Contractor will be required to ensure that this information is then provided on run manifests or via digital trip information transmission to drivers and dispatchers so that appropriate service is provided. The selected Contractor will be required to have written operating procedures for effectively implementing this policy.

The selected Contractor shall notify JTA if there is no special notation in a rider file, but it appears that the rider should not be left unattended. JTA will then investigate these situations and will amend rider files as appropriate.

1.4.9. Bags and Parcels
For all programs, riders may bring as many bags (e.g., grocery bags) as they can personally handle. Riders may also bring onboard a two-wheel collapsible cart. Riders are responsible for loading and unloading all bags, parcels and personal items.

1.4.10. Accommodating Common Wheelchairs
Riders using “common wheelchairs,” defined as three or four-wheeled devices, usable indoors, not exceeding 30 inches in width or 48 inches in length as measured two inches above the ground, and not weighing more than 600 pounds when occupied, are to be accommodated. Mobility aids exceeding these standards are not to be accommodated.

1.4.11. Accommodating Service Animals
Service animals are to always be accommodated. The use of service animals will be determined through the eligibility determination process by JTA and will be noted in the master rider file and noted on manifests. Service animals include any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing, providing minimal protection or rescue work, pulling a wheelchair, or fetching items.
1.4.12. Accommodating Life Support Equipment
Portable respirators and oxygen equipment designed for personal use, and not containing hazardous materials as defined by USDOT rules, are to be accommodated. The equipment must be small enough so that drivers do not have to assist with loading or unloading. The safety and use of this equipment is the responsibility of the rider.

1.4.13. Companions, Attendants, Escorts, and Children
For ADA service, Personal Care Attendants (PCAs), also referred to as Escorts, are to be accommodated at no fare. Riders must be pre-registered as eligible to travel with a PCA and this information will be contained in the master rider file maintained by JTA and noted on manifests. Riders shall not be required to travel with an attendant unless this specific condition is contained in their file.

Also for ADA service, one companion is always to be accommodated at the same fare as the eligible rider. Additional companions are to be accommodated on a space-available basis, also at the same fare as the rider.

On TD services, one additional rider (which could be a PCA or a companion) is to always be accommodated at the same fare as the eligible rider.

For all programs, PCAs, escorts, and companions must be traveling from the same origin to the same destination at the same time as the eligible rider, with the exception of one local agency contracted service.

For all programs, minors (defined as children under age 15) must be accompanied by an adult.

1.4.14. Wheelchair Securement and Use of Seat Belts
For safety purposes, drivers shall ensure that all customers and mobility aids are secured inside the vehicle. Each passenger seat shall be equipped with a seat belt and each wheelchair securement position shall be equipped with a securement device meeting ADA standards and a seat belt and shoulder harness. All mobility aids located in the wheelchair securement area shall be secured using the provided system. All passengers shall also be required to wear the provided seat belt. If a passenger refuses to wear her/his seat belt, the driver shall inform the passenger that they cannot be transported. The driver shall then immediately report the passenger to the dispatcher. Reports of this nature shall be logged by the dispatcher and the driver and forwarded to JTA for customer education. Riders who use wheelchairs shall be required to use seat belts and shall be offered the use of the shoulder harness but shall have the right to refuse its use if other passengers on the vehicle are not required to use a shoulder harness. Riders who use three wheeled scooters shall be strongly encouraged to transfer to a passenger seat. Scooter users shall be permitted to remain in the scooter, but drivers shall notify dispatchers if riders who use scooters refuse to transfer to a seat.

1.4.15. Child Car Seats
State law requires that all children five (5) years of age or under be transported in a child car seat. Car seats are the responsibility of and must be provided by the parent/guardian traveling with the child. Car seats cannot be left on-board vehicles after riders are dropped-off at a
destination. The selected Contractor must ensure that all car seats are properly secured in vehicles.

1.4.16. No-Show Policies
For all programs, vehicles will wait for passengers for at least a five-minute period within the on-time pick-up window (defined as being from 15 minutes before to 15 minutes after the pick-up time negotiated with riders for “going” trips, and zero minutes before to 30 minutes after the pick-up time negotiated with riders for return trips). Drivers also are required to make reasonable attempts to locate and alert riders who may not be able to see or identify a waiting vehicle. Riders who may have difficulty seeing or identifying vehicles will be identified through the eligibility determination process and notations will be included in the master rider file. The selected Contractor also will assist JTA in identifying riders who may have difficulty seeing or identifying vehicles based on actual service experiences. The selected 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 riders do not appear for boarding within the five minute vehicle wait time, drivers will notify dispatchers who will make reasonable efforts to locate and alert the riders (including contacting them by phone if a phone number is available). If the rider cannot be contacted, dispatchers may instruct drivers to leave the pick-up location and record the rider as a “no-show.”

Riders who are located or contacted by drivers or dispatchers and who indicate they will not be ready within the five-minute vehicle wait time 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 three hours prior to the negotiated pick-up time also shall be recorded as “late cancels,” which will be considered a form of no-show. The selected Contractor shall assist JTA in tracking and contacting riders who no-show. This may include leaving “door hangers” at pick-up locations, and/or calling or sending letters to riders who are frequent no-shows. JTA shall review cases where riders may have a pattern or practice of no-showing and may propose suspensions of service as appropriate. The selected Contractor shall not refuse service to a rider for no-shows or late cancellations unless this action is specifically authorized by JTA.

1.4.17. Late Vehicle Arrivals
If pick-ups are (or are projected to be) more than 15 minutes after the pick-up time negotiated with riders (and therefore outside of the on-time pick-up window), dispatchers shall make an effort to contact riders, notify them of the delay, and provide an estimated pick-up time. The selected Contractor shall have adequate dispatch or dispatch assistant staff to make these contacts.

1.4.18. Protecting “Negotiated” Pick-Up Times
Pick-up times negotiated with riders are to be protected throughout the scheduling, dispatching and service delivery process. Under service Model 3, if pick-up times negotiated with riders need to be adjusted for scheduling purposes, or any other purpose, the Contractor must contact and
renegotiate pick-up times with riders. Documentation of these contacts must be maintained in trip records. Renegotiated pick-up times shall not be counted as either late or missed trips.

1.4.19. Refusing Service
The selected Contractor shall not refuse service to any eligible ADA riders except when riders cannot safely get to or from vehicles as detailed in the “Rider Assistance” section above, or the rider’s behavior (or that of a service animal in the control of the rider) is violent, illegal, or seriously disruptive. Service to TD riders may be refused for capacity reasons as noted in the “Capacity Constraints” section above. Dispatchers shall take appropriate actions to handle any of these situations when they arise. Locations encountered that are felt to be inaccessible shall be brought to the attention of JTA. JTA then may review the situation and make a final determination about future service to that site. Incidents of violent, illegal or seriously disruptive driver behavior shall immediately be brought to the attention of JTA, which shall then investigate the incident and determine the course of action concerning future service to any riders involved.

1.4.20. Emergency Services
The selected Contractor shall support the City of Jacksonville Emergency Preparedness Plan that establishes a framework through which the JTA prepares for, responds to, recovers from and mitigates the impacts of a wide variety of disasters that could adversely affect the health, safety, security and/or general welfare of the residents of the Consolidated City of Jacksonville (Duval County, Florida including the municipalities of: Atlantic Beach, Jacksonville Beach, Neptune Beach and Baldwin). This includes marshaling all drivers, road supervisors, vehicle service and administrative staff, to ensure temporary, extended hour (including around the clock if necessary), radio dispatched paratransit services with all available vehicles (including additional vehicles obtained for emergency response purposes).

1.4.21. Current Service Statistics
Key service statistics for during a twelve month period ending July 31, 2012 for all JTA’s Connexion programs are provided below. These statistics are totals for all types of paratransit services (ADA and TD). A table showing the estimated distribution of trips by time of day for a typical weekday, Saturday, and Sunday is provided on the following page.

<table>
<thead>
<tr>
<th>period: 08/01/11 - 07/31/12</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Ambulatory Trips</td>
<td>258,673</td>
</tr>
<tr>
<td>(passengers)</td>
<td></td>
</tr>
<tr>
<td>Annual Wheelchair Trips</td>
<td>129,841</td>
</tr>
<tr>
<td>(passengers)</td>
<td></td>
</tr>
<tr>
<td>Average Trips per Weekday</td>
<td>1,290</td>
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<tr>
<td>Average Trips per Sunday</td>
<td>390</td>
</tr>
<tr>
<td>Average Trips per Saturday</td>
<td>581</td>
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<tr>
<td>Unduplicated Riders Served</td>
<td>4,258</td>
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<tr>
<td>Average Trip Length in Miles</td>
<td>7.8</td>
</tr>
<tr>
<td>Average Trips/Vehicle Hour</td>
<td>1.67</td>
</tr>
<tr>
<td>(avg. monthly trips/average monthly rev.hr)</td>
<td></td>
</tr>
<tr>
<td>Average Pass/Vehicle Hour</td>
<td>1.84</td>
</tr>
<tr>
<td>(avg. monthly passengers/average monthly rev.hr)</td>
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### PASSENGERS AND REVENUE HOURS FY12

<table>
<thead>
<tr>
<th>Month</th>
<th>Passengers</th>
<th>Rev Hrs</th>
<th>OTHER</th>
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<tbody>
<tr>
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<td>33,272</td>
<td>18,614</td>
<td>148</td>
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<tr>
<td>Nov</td>
<td>31,691</td>
<td>17,393</td>
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<tr>
<td>Dec</td>
<td>30,960</td>
<td>17,012</td>
<td>120</td>
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<tr>
<td>Jan</td>
<td>32,730</td>
<td>18,073</td>
<td>94</td>
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<tr>
<td>Feb</td>
<td>32,438</td>
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<td>99</td>
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<tr>
<td>Mar</td>
<td>34,386</td>
<td>18,523</td>
<td>99</td>
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<tr>
<td>Apr</td>
<td>33,597</td>
<td>17,792</td>
<td>124</td>
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<tr>
<td>May</td>
<td>34,607</td>
<td>18,360</td>
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<tr>
<td>June</td>
<td>30,510</td>
<td>16,555</td>
<td>112</td>
</tr>
<tr>
<td>July</td>
<td>30,966</td>
<td>16,559</td>
<td>216</td>
</tr>
<tr>
<td>Aug</td>
<td>32,284</td>
<td>17,391</td>
<td>188</td>
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<tr>
<td>Sept</td>
<td>30,858</td>
<td>16,493</td>
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### ON-TIME PERFORMANCE FY12

<table>
<thead>
<tr>
<th>Month</th>
<th>Performance</th>
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</thead>
<tbody>
<tr>
<td>Oct</td>
<td>86.8%</td>
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<tr>
<td>Nov</td>
<td>89.7%</td>
</tr>
<tr>
<td>Dec</td>
<td>91.4%</td>
</tr>
<tr>
<td>Jan</td>
<td>92.5%</td>
</tr>
<tr>
<td>Feb</td>
<td>91.2%</td>
</tr>
<tr>
<td>Mar</td>
<td>91.6%</td>
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<tr>
<td>May</td>
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</tr>
<tr>
<td>June</td>
<td>91.6%</td>
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<tr>
<td>July</td>
<td>93.6%</td>
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<td>Aug</td>
<td>91.8%</td>
</tr>
<tr>
<td>Sept</td>
<td>90.5%</td>
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### PASSENGERS PER REVENUE HOUR FY12

<table>
<thead>
<tr>
<th>Month</th>
<th>Passengers</th>
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</thead>
<tbody>
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<tr>
<td>Nov</td>
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<tr>
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<td>Jan</td>
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<td>Feb</td>
<td>1.86</td>
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<td>Mar</td>
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<td>Apr</td>
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<tr>
<td>Aug</td>
<td>1.86</td>
</tr>
<tr>
<td>Sept</td>
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### CONSUMER REPORTS FY12

<table>
<thead>
<tr>
<th>Month</th>
<th>Complaints</th>
<th>Compliments</th>
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<tr>
<td>Oct</td>
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<tr>
<td>Nov</td>
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<td>Feb</td>
<td>132</td>
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<tr>
<td>Mar</td>
<td>152</td>
<td>69</td>
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<tr>
<td>Apr</td>
<td>136</td>
<td>68</td>
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<tr>
<td>May</td>
<td>120</td>
<td>70</td>
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<tr>
<td>June</td>
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<td>55</td>
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<td>July</td>
<td>114</td>
<td>66</td>
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<tr>
<td>Aug</td>
<td>119</td>
<td>107</td>
</tr>
<tr>
<td>Sept</td>
<td>140</td>
<td>89</td>
</tr>
</tbody>
</table>
1.5. **PROJECTED SERVICE GROWTH**

Based on past trends, JTA estimates that demand for paratransit is likely to remain the same or slightly decline as recent ridership figures show.

### 1.5. **PROJECTED SERVICE GROWTH**

Based on past trends, JTA estimates that demand for paratransit is likely to remain the same or slightly decline as recent ridership figures show.

**AVERAGE PHONE ANSWER TIME (IN SECONDS) FY12**

<table>
<thead>
<tr>
<th>Month</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct</td>
<td>126</td>
</tr>
<tr>
<td>Nov</td>
<td>184</td>
</tr>
<tr>
<td>Dec</td>
<td>140</td>
</tr>
<tr>
<td>Jan</td>
<td>92</td>
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<tr>
<td>Feb</td>
<td>100</td>
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<tr>
<td>Mar</td>
<td>144</td>
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<tr>
<td>Apr</td>
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<tr>
<td>May</td>
<td>169</td>
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<tr>
<td>June</td>
<td>147</td>
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<tr>
<td>July</td>
<td>141</td>
</tr>
<tr>
<td>Aug</td>
<td>204</td>
</tr>
<tr>
<td>Sept</td>
<td>183</td>
</tr>
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</table>

**RIDERSHIP FY10 - FY12**

<table>
<thead>
<tr>
<th>Month</th>
<th>FY10</th>
<th>FY11</th>
<th>FY12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct</td>
<td>32,811</td>
<td>30,804</td>
<td>29,362</td>
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<tr>
<td>Nov</td>
<td>29,362</td>
<td>29,362</td>
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<tr>
<td>Dec</td>
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<td>29,362</td>
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<tr>
<td>Jan</td>
<td>29,362</td>
<td>29,362</td>
<td>29,362</td>
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<tr>
<td>Feb</td>
<td>29,362</td>
<td>29,362</td>
<td>29,362</td>
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<tr>
<td>Mar</td>
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<tr>
<td>Apr</td>
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<td>29,362</td>
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<tr>
<td>May</td>
<td>29,362</td>
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<td>29,362</td>
</tr>
<tr>
<td>June</td>
<td>29,362</td>
<td>29,362</td>
<td>29,362</td>
</tr>
<tr>
<td>July</td>
<td>29,362</td>
<td>29,362</td>
<td>29,362</td>
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<tr>
<td>Aug</td>
<td>29,362</td>
<td>29,362</td>
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</tr>
<tr>
<td>Sept</td>
<td>29,362</td>
<td>29,362</td>
<td>29,362</td>
</tr>
</tbody>
</table>

**TOTAL PASSENGERS BY FUNDING SOURCE FY12**

<table>
<thead>
<tr>
<th>Month</th>
<th>ADA</th>
<th>TD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct</td>
<td>27542</td>
<td>5582</td>
</tr>
<tr>
<td>Nov</td>
<td>25966</td>
<td>5589</td>
</tr>
<tr>
<td>Dec</td>
<td>25236</td>
<td>5604</td>
</tr>
<tr>
<td>Jan</td>
<td>27000</td>
<td>5636</td>
</tr>
<tr>
<td>Feb</td>
<td>26546</td>
<td>5783</td>
</tr>
<tr>
<td>Mar</td>
<td>28211</td>
<td>6076</td>
</tr>
<tr>
<td>Apr</td>
<td>27603</td>
<td>5860</td>
</tr>
<tr>
<td>May</td>
<td>28505</td>
<td>5962</td>
</tr>
<tr>
<td>June</td>
<td>25133</td>
<td>5265</td>
</tr>
<tr>
<td>July</td>
<td>25405</td>
<td>5342</td>
</tr>
<tr>
<td>Aug</td>
<td>26563</td>
<td>5533</td>
</tr>
<tr>
<td>Sept</td>
<td>25592</td>
<td>5126</td>
</tr>
</tbody>
</table>

**NO-SHOW COMPARISONS (FY10, FY11, FY12)**

<table>
<thead>
<tr>
<th>Month</th>
<th>FY10</th>
<th>FY11</th>
<th>FY12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct</td>
<td>2.5%</td>
<td>3.8%</td>
<td>3.4%</td>
</tr>
<tr>
<td>Nov</td>
<td>2.4%</td>
<td>4.5%</td>
<td>4.0%</td>
</tr>
<tr>
<td>Dec</td>
<td>2.4%</td>
<td>4.5%</td>
<td>4.0%</td>
</tr>
<tr>
<td>Jan</td>
<td>2.8%</td>
<td>3.9%</td>
<td>3.8%</td>
</tr>
<tr>
<td>Feb</td>
<td>3.6%</td>
<td>4.0%</td>
<td>3.4%</td>
</tr>
<tr>
<td>Mar</td>
<td>3.4%</td>
<td>3.9%</td>
<td>4.0%</td>
</tr>
<tr>
<td>Apr</td>
<td>3.2%</td>
<td>4.0%</td>
<td>3.7%</td>
</tr>
<tr>
<td>May</td>
<td>3.2%</td>
<td>3.9%</td>
<td>3.5%</td>
</tr>
<tr>
<td>June</td>
<td>3.2%</td>
<td>3.9%</td>
<td>3.7%</td>
</tr>
<tr>
<td>July</td>
<td>3.3%</td>
<td>3.8%</td>
<td>3.3%</td>
</tr>
<tr>
<td>Aug</td>
<td>3.4%</td>
<td>3.6%</td>
<td>3.2%</td>
</tr>
<tr>
<td>Sept</td>
<td>3.5%</td>
<td>3.3%</td>
<td>3.1%</td>
</tr>
</tbody>
</table>
1.6. GENERAL SERVICE PROVISION STANDARDS

Through the awarded Contractor’s services, JTA seeks to meet the following objectives:

A) To serve the customer.
B) To provide safe, quality, efficient, and cost-effective mobility services to eligible recipients of paratransit services, as well as coordination of other mobility services; such as fixed route.
C) To fulfill all requirements of the American’s with Disabilities Act relating to complementary paratransit services comparable to levels of service on the JTA fixed route bus service.
D) To meet all policies, procedures, and standards in providing eligible trips prescribed by JTA, the Florida Commission for the Transportation Disadvantaged (CTD), and other local sponsor agencies.

Notwithstanding any of the specific, desired requirements set forth in any section of this RFP or in any subsequent contract provisions, the selected Contractor shall ensure that all vehicles are purchased (if this option is executed), inspected and maintained (under service Model 3), all operations are conducted, all employees are hired, trained, tested and supervised, and all other aspects of service provision and management are conducted in compliance with Rule 14-90 of the Florida Administrative Code, Chapter 427 of the Florida Statutes, Chapter 41-2 of the Florida Statutes, requirements of the ADA (49 CFR Parts 27, 37, and 38), and other applicable state and federal laws, rules, regulations and requirements. The selected Contractor and its personnel, including all subcontractors, must be familiar with these requirements for services operated in the State of Florida. Failure of JTA to specifically cite or repeat any required service operations standard shall not relieve the Contractor of its responsibility to operate services in full compliance with all applicable requirements. Further, if any specific operating requirements desired by JTA conflict with other federal or state laws and requirements, the Contractor shall bring this discrepancy to the attention of JTA immediately.

<table>
<thead>
<tr>
<th>Month</th>
<th>Passengers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug-11</td>
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</tr>
<tr>
<td>Sep-11</td>
<td>33,242</td>
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<td>Oct-11</td>
<td>33,272</td>
</tr>
<tr>
<td>Nov-11</td>
<td>31,691</td>
</tr>
<tr>
<td>Dec-11</td>
<td>30,960</td>
</tr>
<tr>
<td>Jan-12</td>
<td>32,730</td>
</tr>
<tr>
<td>Feb-12</td>
<td>32,428</td>
</tr>
<tr>
<td>Mar-12</td>
<td>34,386</td>
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<tr>
<td>Apr-12</td>
<td>33,587</td>
</tr>
<tr>
<td>May-12</td>
<td>34,605</td>
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<tr>
<td>Jun-12</td>
<td>30,510</td>
</tr>
<tr>
<td>Jul-12</td>
<td>30,963</td>
</tr>
</tbody>
</table>
1.7. SPECIFIC SERVICE GOALS AND STANDARDS

Following are minimum service standards which shall be met or exceeded under this RFP. Incentive payments and penalty assessments as detailed in the “Incentives and Penalties” section of this RFP shall be used to enforce compliance with many of these standards. JTA reserves the right to require changes in staffing, operating procedures, service design or other aspects of the operation should the selected Contractor fail to meet these service standards over an extended period of time. Should the selected Contractor fail to cooperate in making requested changes and/or continue to operate below these standards, JTA will consider this to constitute a breach of contract and reserves the right to request changes in staffing, operating procedures, service design or other aspects of the operation should the selected Contractor fail to meet these service standards over an extended period of time. Should the selected Contractor fail to cooperate in making requested changes and/or continue to operate below these standards, JTA will consider this to constitute a breach of contract, and JTA retains the right to take additional remedial action under the contract, including contract termination, damages for default, and all other remedies available at law or in equity, all of which shall be cumulative.

All Proposers should therefore design and price their proposals to ensure that these minimum standards will be met or exceeded. Particular emphasis should be given to being able to attract and maintain a quality, experienced workforce to be able to carry out all of the aspects of the required services. Recruitment and retention of an adequate number of qualified, experienced drivers, dispatchers, schedulers and other staff must be considered. Adequate training and retraining of this staff and monitoring of performance and compliance with all service requirements are also paramount.

1.7.1. Complaints

Complaints shall be received by JTA. If riders call the Contractor to register a comment/complaint, Contractor staff shall politely refer the caller to the appropriate JTA office and shall provide the appropriate JTA telephone number. Copies of all written correspondence from riders regarding the service shall also be forwarded to JTA within two (2) business days of its receipt.

JTA enters complaints into a central database. The Contractor then has access to the database via PC to add information about its investigation and corrective actions. The Contractor shall thoroughly investigate complaints and shall provide a detailed response of findings and proposed corrective actions within three (3) business days of receipt. JTA will then review the complaint, results of the investigation, proposed corrective action and shall decide and communicate to the Contractor the required corrective action.

Proposers must detail in their proposals the process that will be used to address complaints and the staff that will be responsible for forwarding any written complaints to JTA and to responding to complaints forwarded from JTA.

The applicable performance standard is fewer than three (3) valid complaints for every 1,000 one-way passenger-trips provided.
One meeting each quarter will be held with the Contractor and JTA customer relations team to discuss concerns, suggestions, and various processes and goals.

1.7.2. Accidents and Incidents
Drivers shall notify dispatch immediately upon the occurrence of any accident or incident involving a vehicle used in Connexion JTA service or passenger injury. Following immediate telephone notification, the Contractor shall, as soon as possible, but not more than 24 hours following the accident or incident, provide a written report to JTA. The Contractor shall, within 24 hours, provide JTA 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 operation or maintenance of any vehicle. This notice will 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 name of any individuals or other entities claimed against. Post-accident, all vehicles must be inspected by JTA before returning to service.

The Contractor is to maintain an accident/incident file, which shall include:
1) Copy of the driver’s report.
2) Copy of the completed JTA standardized accident report.
3) Copy of the supervisor’s report with Drug and Alcohol Addendum.
4) Copy of law enforcement reports.
5) Documentation of repairs performed as a result of an accident.
6) Documentation of any actions taken against drivers.

Proposers must detail in their proposals the process that will be used and the staff responsible for handling accident records and reporting.

The applicable performance standard is less than one (1) preventable accident for every 100,000 vehicle-miles of service provided.

1.7.3. Trip Denials
In accordance with ADA requirements, reasonable scheduling options (under service Models 2 and 3) are to be provided to all ADA paratransit eligible riders for all eligible trip requests made. Reasonable trip offers shall be made within one hour of the requested pick-up or drop-off time and shall also meet the underlying purpose of the trip and any appointment times indicated. The applicable performance standard is 100% of all ADA eligible trip requests be accommodated.

TD trip requests are subject to available resources and stated program trip priorities. Reasonable trip offers may be negotiated with TD eligible riders beyond one hour of the requested pick-up or drop-off time so long as the offers meet the underlying purpose of the trip.

1.7.4. Trip Caps and Waiting Lists
Trip caps and waiting lists shall not be employed for ADA eligible trip requests. However, JTA may require that trip caps or waiting lists be implemented for TD trips only.
1.7.5. On-Time Performance
The selected Contractor shall strive to conduct operations to be able to perform all pick-ups and drop-offs on-time. All pick-ups and drop-offs shall be completed on time or as close to on time as possible. Pick-up trips will be considered “late” if drivers arrive at the pick-up location more than fifteen (15) minutes after the time negotiated with and given to riders. In any given month, the performance standard is no more than 5% of pick-ups shall be late (i.e., at least 95% on-time or early is required). It also is desired that no more than 5% of pick-ups shall be late (i.e., 95% on-time or early is desired).

Early pick-ups shall be reported to JTA as part of the regular monthly reporting process but shall not be included in the application of incentives and penalties. Early pick-ups are to be made only if riders agree to travel early and riders must not be pressured to travel before agreed upon pick-up times. JTA will track the number and percentage of early pick-ups each month and may communicate with riders to ensure that they are not pressured to travel early.

Trips booked as “will-call” returns will be considered to be performed on-time if the pick-up is made no more than ninety (90) minutes after the receipt of the call from the rider indicating that they are ready to be picked-up. The Contractor shall record the times of calls from riders as part of the trip record to allow for the calculation of on-time performance for will-call trips. Renegotiated will-call trip times within the ninety minute window shall not be reported as late trips.

1.7.6. Protection of Negotiated Pick-Up Times
Once a pick-up time is negotiated with a rider, this time, along with the related on-time window, shall be protected throughout the scheduling and dispatch process. Nothing shall be done in the scheduling or dispatching processes to change the negotiated time unless it is done at the rider’s request or with the rider’s willing consent. In particular, trips shall never be cancelled and rebooked by schedulers or dispatchers with different negotiated times in a way that would cause the vehicle to arrive at a time not agreed with and expected by the rider. Cancellations and rebookings by dispatchers of trips that are running late, which would tend to obscure the actual on-time performance, will be treated by JTA as falsification of records and will subject the dispatcher and Contractor to appropriate actions. If trips are cancelled and rebooked based on rider requests, the request shall be adequately documented in the trip record.

1.7.7. Software Parameter Settings
Parameters shall be set in the automated reservations, scheduling and dispatch software to be consistent with service policies and standards. Parameter settings in the system will be done in coordination with JTA. If changes in parameter settings are desired or needed, the changes shall be communicated by the selected Contractor to JTA along with reasons and supporting documentation. The selected Contractor will work with JTA to fine-tune settings to allow the system to develop schedules that accurately reflect real operations. This shall include gathering actual vehicle travel speeds by area and time of day and using this information to fine-tuning speed settings. The selected Contractor also shall assist with testing of new parameter settings and “what if” scenario testing to fine-tune parameters in the system.
All trips shall then be scheduled to allow for compliance with service policies and standards (on time pick-ups and arrivals, travel times, etc.) given the parameter settings in the system. If schedulers override the system and manually add trips to runs that result in system violations, a notation shall be added to the trip record explaining the reasons for the scheduling action.

1.7.8. Unscheduled Trips
The performance standard is that 99% of all trips requested in advance by riders be scheduled onto vehicle runs that are part of the Contractor’s adopted run structure (meaning runs for which drivers have been scheduled). Further, trips shall be scheduled onto runs in a way that will allow them to be performed on-time and without excessive on-board travel time under normal, expected operating conditions. No more than 1% of all scheduled trips shall be left on an “Unscheduled” list or run. Further, if the Contractor leaves trips on an “Unscheduled” list, these shall be the shorter trips and/or trips within the core service area which have the greatest likelihood of being placed on a run in a timely way on the day of service. Longer trips or trips that are in more remote areas shall not be left unscheduled, as they are likely to be difficult to assign on the day of service. Also, any unscheduled trips shall not all be at the same peak operating time. Within the 1% allowance, the Contractor shall leave trips on an “Unscheduled” list only if there is a very high likelihood that they will be able to be served in a timely way.

If throughout the operating day it becomes necessary to temporarily transfer trips to an unscheduled list, dispatchers shall reassign these trips to runs in time for them to be performed on-time. It is JTA’s standard that all unscheduled trips be placed on a scheduled run at least 60 minutes before the scheduled pick-up time.

1.7.9. Run Coverage
It is JTA’s goal that all scheduled runs be covered and that all runs pull-out on-time. The Contractor must maintain an adequate pool of drivers to ensure run coverage and on-time pullouts. The Contractor also must have spare drivers scheduled and on duty at pull-out times to ensure coverage of scheduled absences and same day call-outs. Road Supervisors or other staff also should not be relied on to regularly serve as spare drivers.

For this contract, JTA has established a standard of having 100% of all scheduled runs pullout within three (3) minutes of the scheduled time. Late or cancelled runs shall be subject to performance disincentives as detailed in the “Incentives and Disincentives” section of this RFP. Persistent, ongoing issues with driver availability, run coverage or pull-out will be grounds for termination of the contract.

1.7.10. Missed Trips
A missed trip shall be defined as a scheduled trip not made by the rider where the vehicle showed up at the pick-up location outside of the on-time “window.” When missed trips occur, dispatchers shall include detailed reasons for the occurrence in the trip record.

The Contractors shall strive and conduct operations to have no missed trips. For the purposes of this RFP, JTA has established a performance standard of having no more than 0.3% of scheduled trips missed.
**Vehicle Wait Time**

Drivers shall be required to wait up to five (5) minutes within the pick-up on-time performance window described in the “On-Time Performance” section above for passengers to come out to the vehicles. Failure to wait a full five (5) minutes, unless there is clear communication indicating that the rider will not be traveling as planned, will be considered a violation of JTA policies. If the passenger does not board the vehicle within the five minute wait time, the drivers shall notify a dispatcher, who shall attempt to call or notify the passenger. The driver may not depart without the scheduled passenger until instructed by the dispatcher. Dispatchers shall be required to add notes to the trip record for all “no shows.” This shall include a brief description of the residence or a nearby landmark as described by the driver as a way to ensure that the driver was at the correct location.

**1.7.11. On-Board Ride Time**

95% of scheduled trips shall be completed in accordance with the following standards:

1. If a passenger’s straight line, point to point trip distance is ten miles or less, maximum on-board ride time shall not exceed 60 minutes.
2. For trips 10-20 miles, the maximum on-board time shall not exceed 90 minutes.
3. For trips over 20 miles, the maximum on-board ride time shall not exceed 120 minutes.

Drive time may exceed these standards for cross-country or out of county trips.

Circuitous routing that causes excessive on-board ride times or miles also shall not be employed. In general, routing will be considered circuitous if the actual on-board miles exceeds one and a half times the direct, shortest path miles.

To implement these desired goals, the scheduling system parameters shall be set at the outset of the contract so that trips with a direct (shortest-path) travel distance of ten (10) miles or less do not exceed sixty (60) minutes duration. For trips of longer mileage, the parameter setting shall allow a maximum travel time of ninety (90) minutes.

In-vehicle time will be calculated from the departure time at the pick-up location to the arrival time at the destination. During the first 90 days of the contract, the selected Contractor will work with JTA to refine these parameter settings to create a more varied gradation of distances and maximum times that achieves the stated travel time goals while still allowing for ride sharing and for meeting productivity goals.

Travel time standards can also be exceeded if the trips in question are local agency contracted group subscription trips and longer ride times are acceptable to riders and agencies.

The selected Contractor will also periodically review paratransit trips with relatively long ride times (particularly first pick-ups on grouped trips) and will compare these times to travel by fixed route service or by auto. If the paratransit times are significantly longer than fixed route times (allowing for walking times to and from stops), the selected Contractor will split the runs or make other adjustments to reduce the travel times for these riders.
The selected Contractor shall strive to conduct operations to have no trips exceed the maximum in-vehicle ride times. For the purposes of this RFP, JTA has set a performance standard of having no more than 5% of all performed trips exceed the in-vehicle ride time standards.

1.7.12. Productivity
The Contractor shall create a run structure, and shall set driver shifts and conduct reservations, scheduling and dispatching in a way that achieves maximum productivity within the service quality standards established. JTA has established a minimum productivity requirement of 2.0 one-way passenger-trips per vehicle-revenue-hour and a goal of 2.3 one-way passenger-trips per vehicle-revenue-hour. A review of Contractor policies and practices will be undertaken if productivity below this minimum persists for more than two consecutive months.

For purposes of measuring productivity, a “one-way passenger trip” is defined as travel from a pick-up point to a destination point by one eligible rider. The count of one-way passenger trips will not include PCAs, companions, or escorts. Also, for purposes of calculating productivity, vehicle-revenue-hours shall be counted as the time on each run from first pick-up to last drop-off minus scheduled breaks.

1.7.13. Telephone Service Performance
It is JTA’s goal to have average telephone hold times of no more than two (2) minutes for any given hourly period of the day. This two minute standard is to be achieved for 95% of the hourly time periods that a phone line in question is in operation, measured monthly. So, for example, if there are 30 operating days in the month and the reservations call group/line is open nine hours each day, there are 270 hourly period that month for the reservations line/call group. Average hold times should be two minutes or less for 95% of these hourly periods (or 257 of these time periods).

Further, there should be no pattern of long hold times for certain hours of the day, even if less that 5% of the hourly time periods have hold times in excess of two minutes. For example, there should not be a pattern of average hold times exceeding two minutes for the dispatch or customer service call group(s) during peak operating hours each day.

1.7.14. Driver and Staff Professionalism
All drivers and staff shall maintain a pleasant, courteous, professional demeanor. Rudeness or unprofessional behavior by drivers or other staff shall be considered unacceptable. If a Contractor or subcontractor employee is not serving customers appropriately, and this is documented through telephone tape recording, JTA may require that the employee be disciplined and/or provided refresher training. If unprofessional conduct continues, JTA may require that the employee be removed from direct service to customers.

1.7.15. Uniforms
Drivers will be required to wear official uniforms. Uniforms must fit well, be clean, wrinkle free, and in good repair. Shirts must be tucked in. Shoes must have rubber soles, closed toe and laces. JTA is not responsible for providing driver uniforms.
1.7.16. Vehicle Cleanliness/Appearance
No vehicles shall be placed in service unless they are approved by JTA. The Contractor shall be responsible for vehicle cleaning and appearance. Vehicles shall be clean and free of dirt and litter.

Drivers and passengers shall not eat, drink, or smoke in any vehicle. Passengers who will be away from home for an extended period of time may bring a snack, drink or medications with them, but shall not be permitted to eat or drink in transit. The interior of each vehicle shall be swept clean each day, vehicle exteriors shall be washed at least twice each week, and interiors shall be thoroughly cleaned once each month.

1.8. PERFORMANCE INCENTIVES AND PENALTIES
During each monthly billing period, the Contractor shall meet the service performance standards as specified in this section of the RFP. Exceeding certain performance standards shall result in the payment of incentives as specified below. Failure to meet certain standards shall result in the application of disincentives against Contractor's billing-period invoice(s) as specified below. If disincentives are assessed, the Contractor shall be notified in writing at the time that payment is made.

Performance incentives and disincentives that shall apply to this Contract shall be as follows:

1.8.1. On-Time Performance
JTA’s goal is for 95% of all pick-ups to be on-time or early (not late) and 95% of all drop-offs to be on-time. For each whole percentage point, when rounded, above 95% for pick-up on-time performance for a given month, an incentive payment equal to $1,000 shall be paid to the Contractor. For each whole percentage point, when rounded, above 95% for drop-off on-time performance for a given month, an incentive payment equal to $1,000 shall also be paid to the Contractor. For each whole percentage point, when rounded, below 94% for pick-up on-time performance for a given month, a disincentive equal to $1,000 shall be deducted from the Contractor invoice for that month. For each whole percentage point, when rounded, below 94% for drop-off on-time performance for a given month, a disincentive equal to $1,000 shall also be deducted from the Contractor invoice.

1.8.2. Missed Trips
If the Contractor fails to arrive at a scheduled pick-up address, or arrives at a pick-up location outside of the on-time window and the rider does not make the trip, a disincentive of $50 per trip shall be deducted from the Contractor invoice. This disincentive may be waived by JTA at the written request of the selected Contractor for each trip that is “missed” for any reason outside the control of the Contractor. Situations outside the control of the Contractor shall include extreme weather, extreme and atypical traffic delays, vehicle breakdown (unless it is determined that required preventive maintenance has not been performed on the vehicle involved), and on preventable vehicle accidents. The missed trip disincentive will be applied by JTA unless adequate documentation of circumstances outside of the Contractor’s control are included in the dispatcher comment field associated with the trip in question and entered by the dispatcher within two hours of the time of the trip in question.
Trips coded as “missed” because the vehicle arrived outside the on-time pick-up window and the rider did not travel, but where the vehicle arrived only 1-29 minutes after the window will not be subject to a disincentive. These trips will, however, be considered in evaluating on-time performance and assessing appropriate disincentives under that standard.

1.8.3. Excessively Long Trips
A disincentive of $25 per trip shall be deducted from the Contractor invoice for each 0-10 mile trip in excess of the 60 minute maximum and each longer trip in excess of the 90 minute maximum ride times. The $25 disincentive shall not be imposed for long ride times where circumstances are beyond the Contractor’s control and adequate documentation is contained in the trip notes, where an analysis of comparable fixed route ride time by the Contractor shows the time to be reasonable, or where group subscription trips have been arranged with riders and agencies as long as the circumstances are adequately documented in scheduler/dispatch notes associated with the trips in question.

Very long regional rides may exceed the ninety (90) minute maximum ride time if an analysis shows that these ride times are comparable to fixed route ride times for similar trips or are no more than one and a half times the direct (shortest path) travel time. Travel time standards can also be exceeded if the trips in question are agency group subscription trips and longer ride times are acceptable to riders and agencies.

1.8.4. Productivity
A disincentive consisting of a 2% decrease in the rate per vehicle service hour shall be deducted from the Contractor’s invoice for every 0.1 decrease in productivity below the 2.0 minimum, when rounded to the nearest tenth.

1.8.5. Telephone Service
If in any month the Contractor does not meet the “Telephone Performance Standards” as detailed in the “Specific Service Goals and Standards” section of this RFP, for all call groups (i.e., reservations, customer service, and dispatch), a $2,000 disincentive shall be deducted from the monthly billing.

1.8.6. Driver Uniforms
If an on-street inspection by JTA or an authorized agent of JTA documents that a driver is out of uniform or wearing a dirty or damaged uniform, while in revenue service, the Contractor shall be assessed $25 per driver for each occurrence.

1.8.7. Driver Qualifications
If an audit or inspection by JTA, or an authorized agent, documents that a driver has been used in service who does not meet the qualifications set forth in this RFP or has not received training required by this RFP (or there is inadequate documentation of such training or qualifications), the Contractor shall be assessed $100 per driver, per day, commencing from the day the driver was placed in service. The driver shall be immediately removed from service and shall not be permitted to drive again until JTA is satisfied that the driver is properly qualified and/or has been properly trained.
1.8.8. Failure to Respond to Complaints
Contractors shall continuously scan the central JTA complaint database for new complaints that require their response. Contractors shall have five (5) business days from the date the complaint is added to the database to conduct an investigation and add required finding and corrective action information into the database. Failure to add thorough responses into the database within five (5) business days shall result in a disincentive of $50 per incident, per day beyond five (5) days that the complaint remains unresolved.

1.8.9. Accident Reporting
If the Contractor fails to report an accident within the required period, the Contractor shall be charged $500 per accident, per day that the report is late for accidents that did not involve passenger injury and $1,000 per accident per day for accidents that did involve a passenger injury.

1.8.10. Unauthorized Use of Vehicles
Use of all vehicles under the contract for any purpose other than that described in this RFP, or as directly authorized in writing by JTA, shall result in an assessment of $2000 per vehicle per incident and/or termination of the contract.

1.9. JTA RESPONSIBILITIES (Service Models 1 & 2)
JTA will be responsible for the following aspects of the Connexion JTA paratransit service program (in addition to providing services listed under section 1.2):
- Setting service policies and standards and communicating these to the Contractor and to the riders;
- Providing public information on the paratransit service to the community;
- Carrying out eligibility functions;
- Entering certified rider information into the Trapeze system and maintaining an up-to-date database of eligible riders;
- Making determinations of trip eligibility and entering this information into the system;
- Reviewing rider no-shows and late cancellations and implementing any suspensions of service;
- Reviewing service incidents involving riders and determining any conditions or suspensions of service to be imposed;
- Setting the maximum number of vehicle-revenue-hours to be operated by the contractor;
- Reviewing the run structure, scheduled runs, and subcontracted runs to determine if additional vehicle-hours are needed to meet all trip requests;
- Reviewing the run structure and vehicle productivity to ensure that resources are used efficiently before additional vehicle-hours are authorized;
- Providing funding to support the authorized level of service capacity;
- Providing and installing on vehicles any MDTs and AVL technologies to be used, and providing related servers associated with these systems;
- Providing the contractor with sufficient licensed copies of the Trapeze PASS software system to allow for efficient service operation;
- Providing the application servers for the Trapeze PASS, DRI CAD/AVL systems, a Citrix Terminal server and access to CRM;
• Purchasing annual support and maintenance services for the Trapeze PASS software;
• Purchasing periodic technical services from the Trapeze Group to evaluate and refine parameter settings within the system;
• Maintaining appropriate parameter settings within the Trapeze PASS system, responding to Contractor requests for parameter adjustments, and working with the Contractor to fine-tune parameter settings;
• Handling and processing all customer comments and complaints regarding the paratransit service;
• Monitoring the performance of the Contractor and providing incentive bonuses or assessing performance penalties as called for in the contract with the contract provider; and
• Provide access to telephone system for reservations.
• Providing a two-way mobile communications system that meets service performance requirements detailed in this RFP;

1.10. CONTRACTOR RESPONSIBILITIES
The Contractor shall be responsible for the following aspects of the paratransit service programs, as well as other responsibilities detailed throughout this RFP:

• Providing a facility and office equipment that will accommodate the full operation, including safe vehicle parking, vehicle maintenance (optional, depending on Service Model selected), and offices for all operations and management staff;
• Maintaining all vehicles in accordance with accepted industry standards (optional, depending on Service Model selected);
• Handling all aspects of trip reservations, scheduling, dispatching, vehicle operations and service oversight and management in accordance with the requirements detailed in this RFP;
• Providing an adequate number of trained staff to handle all aspects of trip reservations, scheduling, dispatching, vehicle operations and service oversight and management;
• Provide for the initial training, periodic updated training, and periodic retraining of reservations, scheduling, dispatch, and management staff in the use of the Trapeze PASS software system and other systems;
• Hiring and training drivers and other employees in accordance with the standards set forth in this RFP;
• Providing an adequate number of regularly scheduled and extra board drivers on all days of service to ensure 100% coverage of all scheduled runs plus same day service back-up as specified in this RFP;
• Providing on-street supervision and conducting on-street service monitoring to ensure that service is performed according to standards set forth in this RFP;
• Collecting the appropriate fares from riders as specified in this RFP;
• Recording actual service information (arrival and departure times and mileages at pickups and drop-offs, cancellations, no-shows, etc.);
• Data entry and reconciling of actual trip information with the trip information in the Trapeze PASS system;
Documenting same day service issues and adding same day dispatch notes into the Trapeze PASS system;
Preparing and providing billings and service reports as required by JTA.
Assign a Maintenance Quality Assurance Manager who will act as a liaison with JTA maintenance staff ensuring that the vehicle fleet is continually service ready, maintained to the highest safety standards and all preventative maintenance is completed in accordance contract requirements.
Ensure service provision and management are conducted in compliance with all applicable state and federal laws, rules, regulations and requirements.

1.11. OTHER ASSISTANCE
In addition to the specific duties and responsibilities noted above and other responsibilities detailed within this RFP, the Contractor shall, in good faith, assist JTA in meeting its obligations to provide Connexion JTA paratransit service in accordance with federal and state regulations and requirements and the requirements of grantee and funding contracts. Changes may be required from time to time to meet these requirements or to refine the method of operation. The Contractor shall assist and advise JTA with managing the Connexion JTA services in areas such as, but not limited to, procurement of capital items; effective reservations, scheduling and dispatch; safety adherence; accident investigation; general administration; reporting, and cost allocation.

1.12. SAFETY
The Contractor shall consider the safety of passengers, employees and the public as being of paramount importance in all aspects of service management and operations. Specific efforts to ensure safety shall include employee hiring, training and retraining to proficiency, effective safety programs, and effective service monitoring. The Contractor shall maintain written operating policies and procedures for each functional area of operation, and shall use these policies and procedures in training and day-to-day operations. The policies and procedures shall address and comply with all applicable federal, state and local laws and regulations, the requirements of the Connexion JTA service and this RFP, and shall cover any other aspect of service operation deemed necessary by the Contractor for safe operations.

1.13. NO ASSIGNMENT
The Contractor may not assign any work under this RFP to other parties without the express written authorization of JTA.

1.14. SUBCONTRACTING
All work will be performed and services delivered directly by the selected Contractor with its own employees except as provided for in this section.

The selected Contractor may subcontract the following work and services:

- vehicle interior cleaning and exterior washing and waxing;
- facility cleaning and janitorial services;
- office equipment maintenance and warranty services;
The selected Contractor may also subcontract dedicated vehicle operations. Subcontractors for dedicated vehicle operations may provide vehicles, and hire and supervise drivers. Vehicles and drivers providing subcontracted operation must provide service that is fully dedicated to Connexion JTA for the hours of operation being assigned/purchased by the Contractor. Subcontractors must meet all of the employee, vehicle, training, drug testing, maintenance, insurance, and other operating and management requirements of this RFP that would otherwise apply to the Contractor if they were to provide the services. Vehicles used by subcontractors must also meet all requirements of the RFP and drivers must report to the Contractor’s central dispatch operation. The subcontractors shall perform schedules as assigned by the Contractor and shall not change the schedules. The Contractor shall be fully responsible for the services provided by subcontractors and for collecting data and reporting on subcontractor services and activities in the same way as would be done if the services were directly provided by the Contractor.

The Contractor shall include the requirements of this RFP and the subsequent contract in any subcontract and will be fully responsible for the performance and provision of service of all subcontractors.

1.15. FACILITY (for Service Model 3)

The Contractor shall provide a single facility suitable for the full operation of the service, including reservations, scheduling, customer service, dispatch, vehicle operation, vehicle storage and service monitoring and management. The facility must meet ADA accessibility requirements. The facility should be capable of housing the full operation over the four-year term of the contract plus optional extension years, and should be able to accommodate future needs. The proposed facility must be located within Duval County. To minimize deadheading, JTA recommends that Proposers consider a location in proximity to the junction of major highways that extend to all parts of the service area.

The selected Contractor shall be responsible for all modifications necessary to make the selected facility ready for operations. The selected Contractor also shall be responsible for providing all furnishings, office equipment and supplies needed for the full operation.

Proposers shall identify the proposed facility in their Proposals along with a diagram of the proposed layout, with each space marked by function. Proposals must also contain a description of how the proposed facility and layout will meet the requirements of this section and support an efficient operation. Proposers must provide documentation of facility availability by way of a signed lease, binding offer to lease, or documentation of ownership.

To facilitate efficient call center operation, the facility shall be designed to allow the Call Center Supervisor to be able to visually monitor all reservations activity. A separate area for dispatching shall be provided so that the activity of dispatch does not disrupt the reservations process. The reservations area should be in close proximity to dispatching, however, to allow for efficient communications between these functions. Separate, quiet space shall also be provided for schedulers.
The facility also shall include administrative office space and space for computer and telephone equipment. Space for the computer servers shall be climate controlled. One office shall be reserved for JTA for times when staff is on-site observing and monitoring the operation. The facility must be equipped with a back-up generator capable of running all lights, computer room climate control system, telephone system, and computer systems. Proposers must provide a description of the back-up system, including how long it is able to maintain all systems, in their Proposals.

The proposed facility shall include secure (fenced, lighted, and camera monitored) parking for all Connexion JTA vehicles. If on-site vehicle washing is proposed, environmentally approved drainage shall be provided. The Contractor shall have access to vehicle washing facilities in close proximity to the facility if none are provided at its storage facility and shall indicate in its Proposal where off-site cleaning will be performed.

The Contractor shall comply with all OSHA regulations. The Contractor will be responsible for disposal of any hazardous waste generated by its operation in compliance with all E.P.A., State of Florida, and other applicable regulations. The Contractor shall comply with all applicable storm water runoff regulations and requirements.

The Contractor shall ensure that all parts of the facility are maintained and cleaned on a regular basis to ensure a safe, professional, hygienic and attractive working environment which is in compliance with all federal, state and local regulations. Janitorial service shall be provided for all office, administrative, restroom and public areas at a minimum frequency of three times per week.

NOTE: Prior to the start of services, or at any time during the term of the contract, JTA may elect to provide a facility to the selected Contractor for use in operating the service. If option is exercised. JTA shall enter into negotiations with the selected Contractor to make adjustments to proposed or negotiated costs.

1.16. FUEL AND ON-SITE FUELING CAPABILITY

JTA will be responsible for providing fuel and fueling paratransit vehicle (under Service Models 1 and 2). During the term of the contract, for Service Model 3, JTA requires on-site fueling at the selected Contractor facility. The facility site should therefore either have existing fuel storage and fueling capability or should have the potential for fuel storage and fueling to be added.

Once on-site fueling capabilities are available, JTA may facilitate bulk fuel delivery (gasoline and/or diesel) for the contractor to receive the lowest possible price due to the volume of fuel JTA purchases.

JTA may procure the fuel for the Contractor, arrange for bulk fuel delivery to the Contractor’s fueling site, provide the Contractor copies of the fuel invoices for the volume delivered to their facility, and deduct the cost of the fuel, taxes, and delivery charges from the Contractor’s monthly invoice. Contractor will have no right to state or federal fuel tax credits.
1.17. OFFICE EQUIPMENT AND SERVICES
The Contractor shall provide all copiers, fax machines and other equipment necessary to facilitate its operation. A mid-range copier and state-of-the-art fax machine also shall be provided by Contractor to allow for reliable and efficient copying of run manifests and other documents and transmission of documents. The Contractor also shall be responsible for the maintenance of all office equipment and shall have maintenance agreements that provide for same day servicing should equipment breakdown.

1.18. COMPUTER SOFTWARE
JTA currently uses the Trapeze PASS Version 10 for reservations, scheduling and management of the service. JTA has purchased licenses for several installations of the software needed in reservations, scheduling, and dispatch, as well as administration. JTA has an ongoing service and maintenance contract with Trapeze for needed maintenance and support of the system as well as periodic review and refining of the system's parameter settings. The Contractor will communicate directly with Trapeze for support of PASS. The Contractor will contact Trapeze Customer Care in the event of application trouble on the PASS application, the PASS SQL and Scheduling Servers, and the PASS client running on the workstations.

JTA will be responsible for working with Trapeze for any required final customization to the system needed to meet the terms of this RFP and subsequent contract. JTA shall have full access to all aspects of the system and operations. The Contractor shall have read-only access to customer eligibility files. The Contractor shall also have only limited access to key system settings and parameters as determined by JTA.

The Contractor will be responsible for all costs associated with training employees to proficiency on the use of the Trapeze system. This shall include initial training of at least five days per employee, semi-annual refresher training of at least two days every six months, and updated training, as needed, should there be system upgrades.

1.19. COMPUTER HARDWARE
JTA will provide the main on-site servers for the Trapeze PASS, DRI CAD/AVL system, and Citrix Terminal Server. The Contractor shall provide all other hardware needed to run the Trapeze PASS system in the operating environment proposed. This shall include the required workstations (desktop computers, monitors, printers, etc.) to meet the needs of the staff proposed in all areas of operation and management. The hardware shall have the technical ratings and capabilities to fully utilize all of the functionalities of the Trapeze PASS system without causing delays in reservations, scheduling or dispatch operations for the full term of the contract.

The Contractor shall also have a service agreement for maintenance and repair of all provided computer hardware. The agreement shall provide for same-day service, seven days a week.

Proposers shall detail in their proposals the exact hardware that will be provided and the servicing agreement that will be in place.
1.20. VEHICLE CLEANING AND WASHING (Service Model 3 only)

Vehicle Cleanliness Standards
Vehicle interior cleaning will be done on a daily basis. The daily cleaning will consist of, at minimum:

1. Cleaning inside of all windows, removing all dust, fingerprints and head prints.
2. Removing all dust from seats, dashboards, wheel wells, rails, ledges.
3. Sweeping all floor areas; mopping all liquid spills.
4. Ensuring bus is free of all paper, gum and debris, etc.
5. Repairing all damaged seats.

Exterior washing shall be done at least two times a week, and daily washing should be performed following storms or at other times when weather conditions require daily washing to keep vehicles free of excessive dirt build-up.

Monthly Major Cleaning Standards
At minimum, every 30 days, the interior of the vehicle will receive a complete, major cleaning which shall be documented in writing listing the coach number and date of major cleaning. This documentation shall be submitted to JTA.

The monthly major cleaning shall consist of all the items included in daily cleaning standards, as well as:

1. Cleaning the ceiling, sidewalls, windows, ledges and dash.
2. Cleaning all seats.
3. Mopping the floor; removing all gum and applying light coat of wax, after stripping old wax from the floor.

Under no circumstances shall running water from a hose, sprayer, etc., be used to clean the interiors of JTA paratransit vehicles.

Additional, Periodic Cleaning
Vehicles shall be periodically fumigated, as needed, to prevent insect or rodent infestation. Vehicles also shall be fumigated following any spills or incidents resulting in unsanitary conditions or strong odors.

Daily Pre-Trip Inspection, Vehicle Defect Cards (All Service Models)
The Contractor shall require each driver to complete a pre-trip inspection prior to the beginning of any shift and submit a written report indicating the condition of the vehicle and listing all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions. In accordance with 14-90, FAC, the inspection must include and test the following parts and devices to ascertain that they are in safe condition and good working order:

- Service brakes;
- Parking brake;
- Tires and wheels;
- Steering;
- Horn;
- Lighting devices;
- Windshield wipers;
- Rear vision mirror;
- Passenger doors;
- Exhaust system;
- Equipment for transporting wheelchairs;
- Safety, security, and emergency equipment;
- Emergency exit hatch in ceiling; and
- Communications equipment, including two-way radios, MDTs and AVL also shall be tested prior to each shift.

Each driver shall inspect his/her assigned vehicle before pulling out of the yard in accordance with state requirements. If there are any defects, the driver must enter the defects on a vehicle defect card. If there are no defects, the driver must sign and date the vehicle defect card prior to leaving the yard. Vehicle defect cards shall remain with the vehicle for the duration of the day and shall be replaced on a daily basis.

Any identified defects must be brought to the attention of the Pull-out Supervisor and maintenance staff on duty. Defects must be inspected and appropriate action taken and documented. Any required work shall be transferred to a Shop Work Order.

Vehicle defect cards showing defects shall be dated at the upper right front corner and filed in chronological order for inspection and verification purposes. Once this is completed, defect cards become a permanent record and must be available for review/inspection at all times.

1.21. ROAD CALLS
In the event of a vehicle failure while in service, the Contractor shall deploy a vehicle immediately upon notification to replace the failed vehicle to ensure as little disruption to service as possible and as little inconvenience to the passenger as possible.

1.22. SERVICE OPERATIONS
Notwithstanding any of the specific requirements set forth in this RFP, all vehicle operations shall be in compliance with Rule 14-90 of the Florida Administrative Code, Chapter 427 of the Florida Statutes, Chapter 41-2 of the Florida Statutes, requirements of the ADA, and other applicable state and federal laws, rules, regulations and requirements. The selected Contractor and its staff and personnel, including all subcontractors, must be familiar with these requirements for services operated in the State of Florida. Failure of JTA to specifically cite or repeat any required service operations standard shall not relieve the Contractor of its responsibility to operate services in full compliance with all applicable requirements. Further, if any specific operating requirements desired by JTA conflict with other federal or state laws and requirements, the Contractor shall bring this discrepancy to the attention of JTA immediately.

1.22.1. Call-Handling and Trip Reservations (Service Model 3 only)
The trip reservations center shall be staffed seven (7) days a week from 8:00 AM until 5:00 PM. Trip reservations shall be accepted from seven days in advance until 5:00 PM on the day before service.
The Contractor shall employ an adequate number of reservationists to ensure that the “Telephone Service Performance” standards identified in the “Specific Service Goals and Standards” section of this RFP are met.

Reservationists shall be trained to proficiency in all aspects of the job in a simulated setting before being placed in actual operations.

Call Center staff, customer service staff, and dispatch staff must be fully trained in all applicable Connexion JTA service policies and procedures. They also must be trained to proficiency in the use of the Trapeze system and the MDT/AVL systems. Periodic training also must be provided to keep staff current with any changes or upgrades to the software. The Contractor must develop detailed “script” that indicates how calls of various types are to be handled (i.e., trip reservations, trip changes, trip cancellations, late ride calls) and what features of the Trapeze system are to be used when handling each type of call. This script should then be used in training.

All staff must also be trained to proficiency in telephone etiquette and the provision of quality customer service. Periodic retraining will be provided as needed.

Staff assigned to take TDD calls must also be trained to proficiency in the use of the TDD and in TDD call jargon and etiquette.

The reservations staff shall take and schedule new trip requests, and changes to existing reservations (changes in reservations and trip cancellations) placed one or more days in advance. Callers seeking information about the status of trips scheduled for that day or canceling trips on the day of service shall be transferred to the dispatch assistant(s). Reservationists shall also handle calls seeking general information about the service. If callers are seeking information about eligibility for the service, an application form, or assistance completing an application form, and have not made the correct telephone option selection, reservationists shall transfer them to the appropriate call group. Callers who are looking to comment on the service and who have made the incorrect phone option selection also shall be transferred to the correct call group to be put in touch with JTA staff.

Reservationists shall always check the current eligibility of riders calling to place trip requests. Where riders have multiple eligibilities, reservationists shall book trips based on a funding priority protocol that will be established by JTA and communicated to the selected Contractor.

Reservationists shall schedule trips in “real time” as often as possible. That is, when a trip request is received, reservationists shall use the Trapeze system to search for run options on which to place the request. The selection of the “best run” to serve the trip shall be done considering the travel needs of the rider, the efficiency of the service, and impacts of adding the trip to other existing trips on the run. Reservationists shall review the details of the various options generated by the Trapeze system and shall use the features in the system to examine the actual run before an option is selected and the trip is scheduled.
The Contractor shall ensure that all reservationists are proficient in using the trip reservations and scheduling functions of the Trapeze system. This shall include initial, as well as periodic training, by Trapeze trainers. Updated training shall be provided if new versions of the software become available and are installed.

As appropriate, reservationists shall schedule trips based on either a requested pick-up time or desired arrival time. The “Latest Drop-Off Time” scheduling feature within the Trapeze system shall be used where riders indicate a desire to schedule based on the drop-off. The “Earliest Departure Time” feature of the Trapeze system shall be used when booking return trip pick-ups.

Reservationists shall negotiate requested pick-up times and desired arrival times with riders in accordance with ADA regulations. Trip times shall be negotiated up to an hour before or after the requested times. These negotiations shall consider the travel needs of the rider. For example, if a rider requests a 5:15 P.M. pick-up to return home from work and indicates she finishes work at 5:00 P.M., reservationists shall negotiate for a pick-up between 5:15 P.M. and 6:15 P.M. but not earlier than 5:15 P.M. if that would require the person to leave work early. Such trips shall be scheduled using the “Earliest Departure Time” feature within the Trapeze system. Similarly, if a rider requests a ride to work and indicates he needs to be there no later than 9:00 A.M., the reservationists shall offer trip times that will get the rider to work between 8:00 A.M. and 9:00 A.M., but not later than 9:00 A.M. Such trips shall be scheduled using the “Latest Drop-Off Time” feature in Trapeze.

Reservationists shall not offer trips that are more than an hour from the requested times. If riders are calling and no trip options within an hour are generated by the Trapeze system, reservationists shall place the trip requests on a “holding run” and code the trips as “Unscheduled.” As noted below, schedulers will then constantly scan the system for these “Unscheduled trips” and will manually place them on either regular runs or “overflow runs.” Riders will then be called back and given the scheduled times of their trips.

In accordance with ADA regulations, the Contractor shall work with JTA to ensure that adequate capacity exists within the system to fully meet expressed demand. Information about the number and exact times of unscheduled trips and trips that vary occasionally cannot be met shall be recorded, tracked and brought to JTA’s attention on an ongoing basis. The Contractor will then work with JTA to plan for the capacity needed to ensure that adequate capacity is provided throughout the term of the contract.

Reservationists shall record trips offered within an hour of the requested times and negotiated to meet rider needs, but still not accepted by riders, as “refusals.”

Finally, reservationists shall include trips that cannot be accommodated because they are beyond the scope of the service provided (e.g., outside the area or outside the established hours) as “eligibility denials.”

Reservationists shall follow a thorough process for verifying the accuracy of trip information. This shall include repeating and verifying the origin and destination addresses, gathering specific additional address information as appropriate, repeating and verifying the date, day and time of
trip requests, verifying mobility aids used, and verifying information about companions/attendants traveling with the eligible rider. In addition to repeating and verifying this information throughout the reservations/scheduling process, reservationists shall repeat key trip information back to riders in a final “confirmation” after trips have been booked. In addition, reservationists shall inform riders during each call of the on-time window associated with their trips.

Reservationists shall record and confirm telephone information with riders as they place trip requests. This shall include confirmation of the home/origin phone number that appears in the system, as well as a request for a phone number at the destination (should the rider need to be contacted on the day of service).

The Contractor shall establish a procedure, with JTA input and approval, for accepting, reviewing and acting on rider requests for standing order/subscription trips. Reservationists shall record such requests and forward them to the appropriate scheduling staff for review and implementation. Until final action is taken on subscription trip requests, reservationists will accommodate riders’ ongoing travel needs.

Reservationists shall handle advance cancellations (made more than one day in advance) as well as any changes to existing trips. Any calls for same day cancellations erroneously directed to the reservation lines shall be promptly transferred to the dispatch assistant/radio dispatcher lines and riders should be informed of the appropriate phone option they should select when calling for this purpose in the future.

The Contractor shall create a script for reservationists to follow and shall periodically review and refine this script to ensure that it meets JTA’s needs. The script shall be developed and presented for JTA review 60 days before the start of a contract resulting from this RFP. JTA will review and approve the script no later than 30 days before the commencement of service. The Contractor shall then ensure that all reservationists are proficient with the script prior to commencement of operations.

1.22.2. Scheduling (Service Models 2 and 3 only)
The Contractor shall designate adequate dedicated staff capacity to ongoing scheduling duties. These duties shall include, at a minimum:

- Ongoing review of all runs being created by the reservationists. This review shall begin six days in advance of the day of service and shall be conducted each day up to the day of service. In this way, the runs will constantly be refined and improved as new trips are added.
- Ongoing review and handling of all “unscheduled trips.” Schedulers shall constantly scan all trip requests placed by reservationists on the “unscheduled” list/run and shall act on and accommodate these requests promptly so that riders do not wait long periods to receive final scheduled times for trip requests they have placed. For trip requests placed more than a day in advance, schedulers shall handle and call riders back on unscheduled trips within 24 hours of the time of the request. For all unscheduled trips placed one day in advance, schedulers shall handle and respond to riders by 5:30 PM that day.
● Ongoing review of standing order/subscription trips. Scheduler(s) shall take subscription trip request information from reservationists, shall review options for meeting these requests and shall then communicate final actions on requests to riders.

● Final “clean-up” of run manifests the evening before each day of service.Schedulers shall review each run and make final adjustments, as needed, to ensure that runs are drivable, as well as efficient. This final review shall include a review of any parameter violations indicated by the Trapeze software system. It shall also include a review of apparent “long rides” (i.e., rides that have long on-board times relative to the direct travel distance). “Exception reports,” long-ride reports and other tools available in the Trapeze system shall be utilized by scheduler(s) during this final clean-up process.

● Development of close/ongoing working relationships with dispatchers and road supervisors to review the run schedules being created and to refine them to be as operationally sound and efficient as possible.

Schedulers and dispatchers must be proficient in using all of the scheduling features of the Trapeze system. For schedulers, this must include features related to managing the run structure, managing subscription trips, managing the “unscheduled trip” list, using the batching features, and running “exception” reports to check the workability of scheduled. For dispatchers, this must include using the “dispatch” screen to efficiently manage all runs, the dispatch notes feature, trip coding features, and use of the AVL system to check on vehicle locations. Scheduler and dispatcher training must include specific instruction on how to ensure that negotiated pick-up times are protected throughout the scheduling and dispatching process and on procedures for contacting riders if scheduled times need to be negotiated. Dispatchers also shall be trained to proficiently handle all types of accidents and incidents and must have a full knowledge of Connexion JTA accident and incident policies and procedures.

Scheduler(s) shall be responsible for constantly reviewing the run and driver shift structure and developing alternative structures for the Contractor’s managers and JTA’s consideration.

Scheduler(s) shall constantly review the performance of the Trapeze system and shall identify possible issues for management/JTA review. This shall include things such as adequate boarding and disembarking time, adequate travel time, travel time allowances by time of day and time of the year, etc. Possible improvements shall periodically be brought to the attention of the Contractor’s managers for consideration by JTA.

JTA will contract with Trapeze for at least three days of technical services per year to review and refine parameter settings within the system. The Contractor shall provide input to JTA on reservations and scheduling issues observed to guide JTA in arranging for needed system reviews. The Contractor will not have access to system parameter settings, but shall bring needed changes to JTA’s attention.

Scheduler(s) (as well as all other operations staff) shall ensure that the pick-up times negotiated with and promised to riders are “honored” and “protected” throughout the scheduling and service delivery process. If adjustments are made to the initially negotiated times that are outside the established on-time window, riders shall be notified of the change in times. Schedulers and/or reservationists shall enter notes into trip files whenever such changes in negotiated times are made. These notes shall indicate when riders were contacted and the result of the contact (e.g.,
spoke with rider, left message with another person, left message on answering machine, etc.). The Contractor staff shall make two attempts (at a minimum) to contact riders about changes in times that fall outside the original on-time/pick-up window and shall not make any changes if the revised information cannot be successfully communicated to riders.

1.22.3. Dispatching (Service Models 2 and 3 only)
The Contractor shall employ an adequate number of dispatchers and dispatch assistants to ensure that radio dispatchers are on duty during all hours that vehicles are in service and that no radio dispatcher is handling more than 30 runs at any time. Dispatchers shall monitor the status of each run, shall make changes to runs as needed to ensure on-time service and quality service to riders, and shall respond to driver needs and provide assistance as appropriate. Dispatch assistants shall be available during peak hours of operation (i.e., weekdays from 7 AM to 6 PM and weekends from 8 AM to 5 PM) to take calls from riders inquiring about the status of a ride or making a same-day cancellation. During off-peak hours, dispatchers can be assigned the responsibility of communicating directly with riders as long as this responsibility does not adversely impact the dispatchers’ ability to fully manage runs and drivers and as long as this assignment does not result in excessive hold times to riders calling dispatch.

Dispatch assistants shall use the Trapeze system to confirm rides with callers. Dispatch assistants shall also attempt to first check on the status of rides using the Trapeze system so that calls can be handled whenever possible without disturbing the dispatchers. If the automated system does not provide clear information about the status of a ride and drivers need to be contacted, the dispatch assistant shall make the inquiry to the appropriate dispatcher. The dispatch assistant shall then relay the information back to the caller. The main purpose of the dispatch assistant(s) shall be to respond to rider inquiries to allow radio dispatchers to manage runs with as little interruption as possible.

The Contractor shall staff the dispatch assistant and dispatch functions to ensure that “Telephone Service Performance” standards identified in the “Specific Service Goals and Standards” section of this RFP are met. If the standards established by JTA are not met for two consecutive months, JTA reserves the right to take appropriate action, including the withholding a portion of monthly payments, until adequate staffing is provided or other changes are made to bring phone performance within the established standard.

Dispatchers shall remain current on the status of every run assigned. Prior to the full implementation of MDTs and AVL, this shall be accomplished by either having drivers call-in each pick-up and drop-off or by regularly polling all drivers for run status (together with instructions to drivers to notify dispatch promptly if they estimate that upcoming trips cannot be performed in a timely way). After the full implementation of MDTs and AVL, this shall be done by monitoring performed times as they are entered by drivers and contacting drivers when pickups or drop-offs do not appear to have been performed correctly.

Dispatch procedures adopted shall ensure that actions on potential late trips are “proactive” rather than reactive. Trips shall be reassigned/rescheduled far enough in advance to ensure that they will be handled on-time to the maximum extent possible.
Dispatchers shall ensure that drivers follow vehicle wait time policies and no-show policies. All drivers shall alert dispatchers to potential no-shows while at the pick-up location. Dispatchers shall verify the pick-up address with drivers and shall attempt to contact the rider if a phone number is available as part of the trip record. If no contact can be made, dispatchers shall collect “landmark” information from drivers to verify that they were at the correct location, should riders subsequently call indicating that they were waiting and the vehicle did not arrive as scheduled. Dispatchers shall request arrival time information from drivers and shall ensure that a no-show is not authorized until the driver has waited at least five (5) minutes within the established on-time window. Dispatchers shall then enter arrival times, authorized no-show times, and landmark information into the no-show documentation screens provided by the Trapeze system.

Once the new AVL technology is employed, dispatchers shall use this technology to verify that drivers are at the correct locations before authorizing no-shows.

Dispatchers shall constantly be aware of the negotiated/promised time given to riders for pickups. Negotiated pick-up times shall not be changed unless specifically requested by riders. If pick-up times are changed at the request of riders (e.g., for earlier than anticipated returns), dispatchers shall enter documentation into the trip notes file indicating the time of the call and the person calling making the trip time change request. Dispatchers shall never change the scheduled pick-up times of trips that are running late or that are transferred to another run.

If pick-ups are running late, dispatchers or dispatch assistants shall attempt to contact the rider to inform them that the vehicle will be late and of the expected new pick-up time.

If drivers are at a pick-up location early and request a “call-out,” dispatchers shall make “callouts” in a way that lets riders know they do not have to board the van early if they are not ready or do not want to leave early. Dispatchers shall let riders know the van has arrived early, ask if they might be ready to go, and make it clear that the van will wait (telling the rider the time equal to five minutes within the on-time window) if that is more convenient.

Dispatchers shall ensure proper implementation of JTA’s “no strand” policy. If riders “no-show” for a return trip, a vehicle will be sent back at a later time to transport the rider home. Riders will be asked to call dispatch when they are ready and shall be served by the next available vehicle.

Accommodating riders who no-show on a going trip shall be at the discretion of the dispatcher and shall take into consideration the ability of the system to accommodate the rider without adversely impacting other riders.

Dispatchers shall ensure that all radio communications are professional and in keeping with FCC regulations.

1.22.4. Vehicle Operations
The Contractor shall provide an adequate pool of drivers and scheduled extra board drivers to ensure that all scheduled runs are covered and pull-out on-time. The Contractor shall provide
staff (Pull-out and Pull-in Supervisors), separate from reservationist or dispatch staff, to manage the driver check-in and check-out process and the assignment of vehicles and runs.

Drivers shall be required to review run manifests and shall be encouraged to ask for any clarifications or raise any issues should there be questions about the way the run should be performed.

Run manifests shall be designed in a way that keeps drivers and riders “on the same page” in terms of pick-up times. The run manifests shall be structured to make it clear to drivers what time riders have been promised in terms of pick-ups, any pertinent appointment times, as well as the times estimated by schedulers and the software system. Drivers shall be thoroughly trained to understand the differences between times promised/negotiated with riders, the on-time pick-up window around these negotiated times, and estimated times of arrival (ETAs) generated by schedulers and the software system. Manifests shall show pick-ups and drop-offs in a logical, sequential order.

Drivers shall be thoroughly trained to understand the vehicle wait time policy and no-show procedures.

Drivers shall be instructed to wait “around the corner” should they be early and to never pressure riders to leave earlier than the scheduled times. Drivers may request early call-outs from dispatch should this be appropriate.

Any fines incurred in the operation of the vehicle, including parking violations, shall be the sole responsibility of the Contractor. The Contractor shall hold JTA harmless for any fines, penalties, or citations imposed because of operation of the vehicle and any expense incurred by JTA because of them.

The Contractor shall not allow an employee to drive, move, or cause to be driven or moved, on any street or highway, any vehicle which is in such unsafe condition as to endanger any person or property, which does not contain those safety parts or is not at all times equipped with safety equipment and devices in proper condition and adjustment. This does not apply to personnel to temporarily drive, move, or road test a vehicle to perform repairs or maintenance services and it has been determined that such temporary operation does not create an unsafe operating condition or create a hazard to public safety.

1.22.5. Fare Collection
The Contractor shall collect the fare as set by JTA. The monthly invoice for services provided to JTA’s passengers, as described herein in this RFP and as conveyed to the Contractor in the daily manifest, shall be reduced by the total cash fares collected. The Contractor shall not make change. The Contractor and its employees shall not solicit or accept tips or gifts of any kind.

Pennies are not accepted on board vehicles as fare payment.
1.22.6. Service Interruptions, Suspensions and Emergency Stand-by Service
The Contractor may suspend, with the written approval of JTA, all or a portion of services, when said performance is made impossible by inclement weather, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature; act of a public enemy; epidemic; quarantine restriction; embargo, or any other foreseeable cause beyond the control and without the fault of the Contractor.

The Contractor will immediately inform JTA, in writing and by telephone, of such suspension and the same will be subject to the written approval of JTA, which approval will not be unreasonably withheld. The Contractor will not be compensated for time that is suspended.

In the event of a declared public emergency or disaster situation, the Contractor will be called upon to provide evacuation to post-disaster transportation. Once a Contractor is selected, JTA will enter into negotiations with the selected Contractor to establish a variable vehicle-hour rate of reimbursement appropriate to these situations. A contract amendment detailing the agreed upon payment and detailing the procedures and protocols in these situations will be executed.

1.23. Vehicle Maintenance (Service Model 3 only)
All maintenance, repairs and inspections shall be in compliance with manufacturers’ requirements, Rule 14-90 of the Florida Administrative Code, as well as any requirements included by JTA in this section.

All vehicle maintenance shall be provided by the Contractor. Vehicle cleaning, daily and monthly inspections, preventive maintenance, light repair, body work, tire work, and heavy repairs shall be provided by either Contractor staff or subcontractors. All subcontractors involved in vehicle maintenance shall be approved by JTA.

The Contractor shall maintain vehicles in such a way as to, at all times, protect the safety of customers and ensure the most reliable service possible. The Contractor shall comply with all OSHA regulations. The Contractor shall dispose of any hazardous waste and regulated waste generated by its operation in compliance with all applicable federal and state environmental rules and regulations. The Contractor shall comply with the all state Storm Water Runoff Act requirements under the Federal Clean Water Runoff Act. Contractor must provide above ground transmission fluid and oil tanks.

Maintenance and repairs of vehicles shall be in accordance with manufacturers’ standards as well as JTA specified standards, whether performed by the Contractor or authorized subcontractors. Maintenance shall be done at a time that will ensure maximum availability of vehicles for service. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the maximum number of vehicles will be available for service during the service day.

JTA or its designee, may inspect, unannounced and announced, the vehicles at any time, either at the Contractor's location or while the vehicle is in service. If, in the opinion of JTA, a vehicle does not meet safety standards, it may be "flagged". A vehicle that has been "flagged" shall not go into service and/or shall be immediately removed from service. A "flagged" vehicle may not
be released for service until such time as the problems associated with it have been rectified by the Contractor and verified by JTA. Following are examples (not all inclusive) of reasons why a vehicle may be "flagged":

(a) Safety equipment missing;
(b) Wheelchair lift inoperative;
(c) Wheelchair lift brake interlock inoperative;
(d) Wheelchair lift restraints missing/inoperative;
(e) Inadequate A/C cooling output;
(f) Tires: Flat, worn, embedded objects/bald;
(g) Customer door interlock inoperative;
(h) Headlights out;
(i) Taillights out;
(j) Turn signals out or inoperative;
(k) Horn not working;
(l) Windshield wipers not working;
(m) Engine smoking excessively;
(n) Brake lining too thin;
(o) Fluid leaks;
(p) Coolant leaks;
(q) Exhaust system leaking or damaged;
(r) Steering with excessive play;
(s) Loose or missing lug nuts; and
(t) Any noncompliance with Federal Motor Vehicle Safety Standards and other governing agency safety or vehicle operation regulations

Customer compartments shall be free from torn upholstery and torn or excessively worn floor covering. Seats shall not be broken, damaged, or have protruding sharp edges. Any vehicle with these deficiencies shall immediately be removed from service. **Any body or accident damage must be repaired and inspected by JTA before the vehicle is returned to service.** If vehicles are inspected by JTA staff and found not in compliance with vehicle cleanliness/aesthetic requirements, written notice will be served.

### 1.23.1. Preventive Maintenance

To maximize the number of vehicles available for service, the Contractor shall perform routine preventive maintenance at off-peak times to the maximum extent possible.

Preventive maintenance shall be performed in accordance with manufacturer recommendations for all vehicles and after-factory systems and subsystems. A comprehensive preventive maintenance program shall be established that ensures compliance with all manufacturer’s recommendations, but which, at a minimum, ensures that a complete Preventive Maintenance Inspection (PMI) shall be performed on each vehicle at no more than 5,000 mile intervals. The 5,000 mile window shall not be exceeded. It is recommended that the Contractor establish a window of 1,000 miles prior to the 5,000 mile limit to ensure the interval is not exceeded (not less than 4,000 or more than 5,000 miles between PMI's).
Preventive maintenance reports must be kept in the individual vehicle file as reference for future PMIs. PMI reports are subject to change by JTA when necessary.

A vehicle shall not be placed in service if it has traveled more than 5,000 miles since the last Preventive Maintenance Inspection. If a vehicle has not met preventive maintenance standards, it shall be removed from service.

The Contractor shall use quality materials when doing any repairs to the vehicles. The lubricants used shall meet or exceed the manufacturer’s standards.

1.23.2. Vehicle and Component Warranty Maintenance
The Contractor shall be responsible for the conduct of all warranty work on vehicles and the administration of all warranty paperwork with the manufacturer. The Contractor shall obtain manufacturer authorization to perform warranty maintenance or shall transport vehicles at the Contractor’s cost to an authorized warranty service provider.

1.24. STAFFING REQUIREMENTS
The Contractor shall provide the necessary management and administrative personnel whose expertise will ensure efficient operation of all paratransit services. JTA recognizes that a high quality operation begins with key personnel. Therefore, a minimum level of required staffing is described below and staffing will be a key consideration in the awarding of a Contract.

The Contractor agrees that personnel assigned to provide Paratransit services pursuant to this Contract are employees of the Contractor only, and not employees or agents of JTA. The Contractor will serve as the sole contact with JTA and will be fully responsible for all of the employees’ performance.

The Contractor shall be solely responsible for the provision and satisfactory work performance of all employees as described by this Request for Proposals. A criminal background check shall be performed on each applicant to determine whether each is suitable for the job in which they might be employed. The Contractor shall be solely responsible for payment of all employee and/or subcontractor wages and benefits. Without any additional expense to JTA, the Contractor shall comply with the requirements of employee liability, Worker’s Compensation, employment insurance, Social Security, drug and alcohol testing and all other applicable local, state and federal laws. JTA shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by the Contractor.

The Contractor shall ensure that all personnel of any subcontractors meet the pre-hire qualifications and post-hire training and testing requirements set forth in this RFP. The Contractor shall obtain JTA’s written consent before entering into any subcontract affecting the service.
1.24.1. **Project Manager**

The Project Manager shall be the person in charge of all management and day-to-day operations of the Contractor. The Project Manager shall maintain consistent and sufficient contact and communications with JTA’s paratransit service project manager.

The Project Manager shall have a minimum of five (5) years supervisory and managerial experience in paratransit services of similar scope. The Project Manager shall spend 100% of their time assigned to this JTA project. The Contractor shall not, absent prior written notice to JTA, remove or reassign the Project Manager any time before or after execution of the Contract. The Project Manager will be expected to sign an agreement to remain in that position for not less than one year. Should the Project Manager be reassigned by the Contractor to any other contract or position within the company within this one-year period, absent the express written agreement and approval of JTA, a one-time disincentive of $25,000 shall be assessed to the Contractor. If the Project Manager is replaced, the Contractor shall submit a resume to JTA for any proposed replacement candidate and an interview of the proposed replacement candidate may be required by JTA and JTA approval of the replacement Project Manager will be required.

The Project Manager shall demonstrate, by decision and action, competency in all aspects of JTA’s paratransit service. The Project Manager shall function as line supervisor of all project staff and manage accounts and operating records for the JTA service. The Project Manager shall be trained to be proficient in report generation and special report writing using the Trapeze system and Crystal Reports.

The Project Manager shall be identified and a detailed resume shall be furnished in the respondent’s proposal. This person shall be available to be interviewed by the Proposal Evaluation Team. If the respondent has not selected a proposed project manager, resumes of likely candidates shall be submitted. The proposed Project Manager shall be present at the interview.

The phone numbers of the Project Manager and the Assistant Project Manager shall be made available to JTA so that, in the event of an after-hours emergency, they can be contacted on a 24-hour basis. The Contractor shall respond in person to any emergency or accident involving extensive property damage or injuries or as requested by JTA during or after the operational hours of the system.

1.24.2. **Assistant Project Manager**

The Assistant Project Manager shall be assigned to general supervision, investigation and response to customer comments and ensuring that drivers maintain a high level of service quality. The Assistant Project Manager will act as back up for the project management functions. The Assistant Project Manager shall also maintain consistent and sufficient contact and communications with JTA’s paratransit project manager. The Assistant Project Manager should have at least three (3) years supervisory and managerial experience in providing similar transportation services.

The Assistant Project Manager shall serve as the direct supervisor of the reservations, scheduling and dispatching functions and shall be proficient in all aspects of the Trapeze system related to these functions.
1.24.3. Maintenance Quality Assurance Manager
The Maintenance Quality Assurance Manager shall be assigned in a full-time capacity reporting directly to the Project Manager and serves as a liaison with JTA project oversight and the JTA Maintenance Department. Primary responsibilities will be to monitor JTA maintenance performance with regard to vehicle safety, preventative maintenance schedules and the adherence thereof and the quality of repairs performed by the JTA maintenance department.

1.24.4. Safety Officer
A full-time Safety Officer shall be assigned to the project by the contractor. The Safety Officer will implement the safety program required under this RFP. The Safety Officer also will review onboard camera data and use this data in driver evaluations and retraining. The Safety Officer will investigate all accidents and be responsible for accident reporting to JTA. The Safety Officer also will develop and implement programs and training to improve safety within the operation. This person will also work with the Road Supervisors on monitoring of on-street operations. Information from on-street monitoring activities will be used in retraining and driver evaluations.

The Safety Officer will also review and investigate all complaints related to safe service operation and will track and use complaint information in monitoring, retraining and driver evaluations. The Safety Officer will have a complete knowledge of all federal and state transportation regulations. This person must have at least two years working in a similar position in a similar operation.

1.24.5. Trainer(s)
Experienced and qualified trainer(s) shall be provided who are fully licensed and certified to conduct the classroom training of paratransit drivers, as well as behind-the-wheel driver training, refresher training programs and other training as determined necessary by the Contractor or JTA.

Trainer(s) shall have a minimum of three (3) years’ experience providing such training in similar paratransit systems.

1.24.6. Road Supervisors
The Contractor shall provide Road Supervisory staff in a sufficient number to ensure Road Supervision at all times when vehicles are in passenger service. Road Supervisors shall satisfy the Driver requirements specified below and have a minimum of three (3) year experience, with an exemplary record, as a driver in similar paratransit services.

1.24.7. Drivers
All driver hiring, pre-qualifications, testing, and training shall be in accordance with 14-90, FAC, and other applicable state and federal requirements, in addition to the requirements specified in this section.

All drivers must maintain a bi-annual FDOT physical examination and have pre-employment, post-accident, for cause, and random drug and alcohol testing, by a JTA approved testing facility; the statistical results of which shall be reported to JTA. Proof of satisfactory completion
of a physical examination and drug test of each driver shall be maintained in a driver file, along with other information as may be required by JTA, at the Contractor’s operating facility.

Drivers in JTA service shall:

- Pass a full pre-employment physical examination, including drug and alcohol testing, certifying that they are physically capable to do the job.
- Be properly licensed in the State of Florida to provide this type of service;
- Be at least 21 years of age;
- Have been a licensed driver for a minimum of three (3) years;
- Be able to fluently speak and understand English, read and write in English, and pass a standardized, written English proficiency test. A second language skill in Spanish is considered a plus;
- Possess a safe driving record;
- Have received no more than two moving violations within the last three (3) years prior to application for this program;
- Have received no more than one moving violation within the last twelve (12) months;
- Have three full subsequent years with no violations, if license has ever been revoked.

The Contractor shall maintain a file on each driver and provide a signed employee certification form that includes the following requirements:

- An Employment Application;
- A copy of their Connexion JTA photo ID;
- A copy of a valid State of Florida driver’s license appropriate for the size of vehicle to be operated showing a non-expired expiration date;
- Copies of Motor Vehicle Records, obtained at least every six months, for a prior four (4) year period.
- Verification the driver is physically capable of safely operating a motor vehicle. Verification shall be a DOT physical exam done by a State of Florida licensed physician in accordance with 14-90.0041 Medical Examinations for Bus Transit System Drivers. DOT physicals are required every two years.
- Verification that a pre-employment drug screen has been performed by a JTA specified DHHS certified laboratory.
- Verification that pre-employment drug and alcohol testing records have been obtained from previous employers as required by 49 CFR Part 40.
- Verification that a criminal background check as been completed.
- Complaints, commendations, and accident/incident reports.
- Documentation of all training received including types of vehicles or special equipment that the driver can operate, documentation of on the road training, documentation of drug abuse and alcohol misuse training.

JTA will respond to the Contractor within 24 hours of receipt that a driver has been accepted or denied to provide service to the Connexion JTA program. Employee files must separate confidential information from non-confidential information.
1.25. STAFFING POLICIES

1.25.1. Vacancy of Key Positions
If, during the course of normal employee turnover, any of the following positions remain unfilled by a permanent candidate for a period in excess of 30 calendar days, JTA may deduct the salary and benefits (per the final negotiated Offer), plus a disincentive of $100.00 per day for any month or portion thereof in which the position remains unfilled beyond the first 30 days:

- Project Manager
- Assistant Project Manager

1.25.2. Employee Turnover
JTA recognizes the expense and negative effect of employee turnover. Therefore, the Contractor shall demonstrate it has an acceptable recruitment and hiring program, which is intended to minimize driver turnover and retain a high quality driver work force. The Contractor shall offer a reasonable wage and compensation package, coupled with a supportive work environment.

Information about the compensation that will be provided to all staff shall be detailed in the proposal to allow JTA to judge the adequacy of the compensation. The information to be provided in the proposal shall include:

- Training wage;
- Starting wage;
- Schedule of wage increases;
- A complete description of all fringe benefits and required employee match associated with these benefits;
- Incentive programs.

This compensation information will be used by the JTA selection committee to rate each proposal. As indicated in this RFP, significant importance will be given in the evaluation to the likely ability of the Contractor to attract and retain a qualified workforce and to minimize turnover.

For this contract, JTA has established a goal of having no more than 25% annual turnover of drivers, reservationists and dispatch assistants, and no more than 15% annual turnover of schedulers, dispatchers and road supervisors. If a higher turnover rate is documented for a period of more than six months, JTA reserves the right to require the Contractor to make changes to bring the turnover rate in-line with these standards. If changes to the satisfaction of JTA are not made, JTA reserves the right to withhold payments due until appropriate adjustments in levels of compensation or other changes, acceptable to JTA, are made.

A $500 per month disincentive will be charged to the contractor for each whole percentage point when rounded that the contractor’s turnover rate is greater than the annual goals of 25- and 15-percent as stated above. This monthly disincentives will be based on the previous three month period.

1.25.3. Dress and Appearance Standard
Contractor shall provide a uniform to be worn by all drivers when operating a vehicle in revenue service for JTA as detailed in the “Uniform” section of the “Specific Service Goals and
Standards” section of this RFP. Contractor shall submit a sample uniform for JTA’s approval prior to start of contract. The following list is the suggested uniform issue for a full-time driver:

<table>
<thead>
<tr>
<th>Uniform Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uniform Shirt</td>
<td>3</td>
</tr>
<tr>
<td>Trousers/slacks</td>
<td>2</td>
</tr>
<tr>
<td>Shorts</td>
<td>2</td>
</tr>
<tr>
<td>Belt</td>
<td>1</td>
</tr>
<tr>
<td>Socks</td>
<td>3</td>
</tr>
<tr>
<td>Jacket</td>
<td>1</td>
</tr>
</tbody>
</table>

The Contractor shall see that driver’s uniforms remain in good repair and do not appear old or worn out. Uniforms that are not in good repair shall be replaced at the Contractor’s expense. JTA may require all drivers to have new uniforms upon awarding a new contract.

Drivers shall follow the grooming and appearance standards established by JTA:

- Uniforms shall be neat, clean and pressed, and in good condition and proper fitting. All shirts/blouses shall be tucked in and only the top button may be left unbuttoned;
- Hair and facial hair shall be clean and neatly trimmed;
- Uniforms shall be worn only when providing service for JTA and shall not be worn in any other service which may be provided by the Contractor.

1.26. DRIVER TOOLS
The Contractor shall provide all necessary operating equipment to the drivers and office personnel. Driver equipment shall include, but is not limited to, a current map book of the operating area, manifests (trip sheets), clipboards, and pens. Drivers shall also be equipped with an operable and accurate timepiece at all times.

1.27. PERSONNEL POLICIES
The Contractor shall have in effect personnel policies that conform to all state and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, Federal Transit Administration (FTA) Drug and Alcohol Regulations, Worker’s Compensation, and other regulations as appropriate.

The Contractor shall maintain at all times a current list of personnel assigned to JTA’s contract and provide JTA with an updated roster of all drivers each month.

When working for the JTA paratransit program, employees shall not have weapons in their possession or on vehicles operated for JTA services.

Purchasing or consuming illegal substances or alcoholic beverages while in uniform shall not be allowed. It shall be the Contractor’s responsibility to terminate any employee observed doing so. The policies for addressing such incidents shall be included in the Contractor’s Drug and Alcohol Policies, as required by the FTA, and in compliance with the FTA Drug and Alcohol Regulations.
JTA promotes and supports a smoke free work environment. There is no smoking allowed on vehicles used to provide JTA service or anywhere in facilities used for JTA services.

The Contractor shall have established standards for recruitment and hiring of drivers. These standards shall be detailed and submitted for approval by JTA.

JTA retains the right to review the Contractor’s personnel policies and the list of personnel assigned to JTA’s contract. Proposed changes in key personnel incumbents and/or job duties shall be subject to review and approval by JTA.

1.28. REMOVAL OF EMPLOYEES
JTA may require that any employee be removed from providing service to JTA program customers for excessive complaints, rudeness, or other inappropriate behavior or appearance.

Any employee receiving two or more valid customer complaints within a rolling 30-day period shall be subject to a thirty (30) day probation period. During this period, JTA will evaluate whether the employee is suitable for service.

JTA will notify the Contractor, in writing, of any employee determined unsuitable. Within ten days of receipt of such notice, the Contractor shall, at its sole discretion, either propose to replace the employee or present to JTA a plan for correcting the employee's performance deficiencies within a 30-day period thereafter. If either JTA rejects the plan or the driver's performance deficiencies are not corrected to JTA's satisfaction within the 30-day plan period, the Contractor shall immediately replace the employee.

1.29. DRIVER FEEDBACK
Since drivers are the first line out in the field, driver feedback about schedules, customer needs, vehicle maintenance and working conditions is imperative. The Contractor shall have on-going mechanisms, including monthly driver meetings, to capitalize on driver feedback. JTA shall be allowed to participate in monthly driver meetings.

1.30. TRAINING AND SAFETY PROGRAMS

1. Proposers must provide detailed information about employee training programs as part of their proposals. All training programs are subject to review and approval by JTA.

2. All training must be to proficiency and must include testing to verify employee proficiency.

1.30.1. Training Requirements
Management, Reservations, Scheduling and Dispatching Staff
All management and operations staff shall be trained to proficiency in JTA paratransit transportation service policies and procedures, other contract requirements, use of hardware and software appropriate to the job, and quality customer service.

Vehicle Operator Training
The Contractor shall design, schedule and conduct ongoing training procedures which train and prepare all drivers, including any subcontractor drivers, assigned to the JTA contract in a manner that conforms to all state and local laws and assures JTA’s operational objectives below are met.

- Provide paratransit service which is safe and reliable;
- Provide paratransit service which will maximize customer service; and
- Provide paratransit service in a manner which will maximize productivity.

The driver training course shall, at a minimum, provide 56 hours of classroom instruction as follows:

- A review of applicable laws and regulations;
- JTA Service Requirements and Policy and Administrative Procedures;
- 14-90.004(3)(d) Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised. As a minimum requirement, drivers shall be given explicit instructional and procedural training and testing in the following areas:
  - 1. Bus transit system safety and operational policies and procedures.
  - 2. Operational bus and equipment inspections.
  - 4. Basic operations and maneuvering.
  - 5. Boarding and alighting passengers.
  - 6. Operation of wheelchair lifts and other special equipment.
  - 7. Defensive driving.
  - 8. Passenger assistance and securement.
  - 10. Security and threat awareness.
  - 11. Driving conditions.
- Vehicle Orientation - Pre and Post Trip Inspections;
- Eight (8) hours of defensive driving and safe vehicle operations;
- Sensitivity Training - Minimum six (6) hours classroom and two (2) hours “hands-on” (including respectful language, passenger assistance, working with riders with various types of disabilities, driving techniques, special consideration, loading, tie down training and role playing). This training shall include empathy training, which will have drivers experience first-hand what riders experience when using the service (e.g., riding up and down on a lift, entering and exiting a vehicle blindfolded, etc.). The sensitivity training shall also involve individuals with disabilities talking about their particular needs when traveling on the paratransit service;
- Lift/wheelchair tie-down techniques and procedures for the transport of passengers with wheelchairs and other mobility devices;
- Operation of radio equipment and MDT equipment in accordance with federal, state and local regulations;
- A minimum of four (4) hours of customer service training;
- Accidents and Emergencies - Avoiding Accidents; Emergencies; Completing Accident Reports;
- Fare collection and trip classification and counting;
- Policies related to sexual harassment;
- Regulations and policies regarding rider privacy and health care information;
- A minimum of four (4) hours of orientation to the service area and street network and Thomas Brothers guide map reading; and
- A minimum of four (4) hours of schedule reading, route planning and run completion.

The Contractor also is encouraged to provide First Aid Training, including cardiopulmonary resuscitation (CPR).

In addition, all drivers shall receive a minimum of forty (40) hours of behind-the-wheel (BTW) training in all types of vehicles to be operated under this contract. BTW training shall be an appropriate mix of observing the operation of service by a driver-trainer or trainer and actual operation of vehicles while being observed by a driver-trainer/trainer. BTW training also shall familiarize drivers with key pick-up and drop-off locations in the service area and major highways and streets. BTW training shall be integrated with map reading training to ensure that drivers can apply map reading skills on the road. A complete evaluation of driving skills and proficiency with all driver requirements shall be conducted at the end of BTW training. Additional training shall be provided if deemed necessary by the trainer. Evaluation of driving skills shall also be conducted on an ongoing basis using on-board camera systems, annually, and after any chargeable or non-chargeable accident.

Training requirements shall not be waived or reduced based on employment by other companies. Prior training for employees previously employed as drivers by the Contractor shall only be used as “credits” if the prior employment was within the past 12 months.

The Contractor shall provide the following training and safety support, at no extra cost to JTA:
- A safe driving awards program;
- Monitoring and inspection of drivers’ Motor Vehicle Records at least every six (6) months;
- Ensuring the availability and delivery of vehicle(s) as required for training programs; and
- Promotion and reinforcement of driving and safety principles by the Contractor’s management and supervisory staffs, policies and programs.

JTA reserves the right to revise the Contractor’s training program(s) in order to comply with federal, state, or local laws regarding driver certification or level of training requirements.

Refresher training shall be required for all drivers on an annual basis. More frequent retraining shall be required, as necessary. Mandatory refresher training shall be provided for drivers with repeated and accumulated minor infractions or complaints. The Contractor shall maintain documentation and proof of successful completion of all training and retraining in each employee’s file.

No driver shall provide service for the Connexion JTA program until such driver has been reported to JTA, through a certification of compliance form, of their motor vehicle record, criminal background check, pre-employment drug test results, valid driver’s license, DOT
physical, and documentation of all training. With submission of required documentation, each driver will be issued a Connexion JTA driver number. The driver shall receive, from the Contractor or JTA, a name tag in the form prescribed by JTA that must be worn at all times while on duty. The name tag shall include the driver’s “head shot” photo, driver’s name, Connexion JTA driver ID number, provided by Connexion JTA, and Contractor name.

1.30.2. Incentive and Safety Programs
The Contractor shall begin a continuing program of driver safety and instructions to be maintained in a Policy/Procedure Manual. Details of the program shall be included in Proposers’ proposals and a final copy of the Policy/Procedure Manual shall be provided to JTA within sixty (60) days after the Notice to Proceed letter is issued.

The Contractor shall maintain an incentive and safety program to support JTA’s goal of providing a high quality paratransit services for customers. These programs shall be detailed in writing and implemented routinely. Incentives should be awarded at regular driver meetings to ensure high visibility among other employees.

1.31. MINIMUM DRUG AND ALCOHOL POLICY STANDARDS
Contractor shall 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 its operating administrations or JTA 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. Contractor must certify annually its compliance with Parts 653 and 654 before the date required by law and to submit the Management Information System (MIS) reports before March 1 to the designated JTA officer. To certify compliance 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. Contractor must further to submit upon request of JTA a copy of the Policy Statement developed to implement its drug and alcohol-testing program.

1.32. MINIMUM SYSTEM SAFETY PROGRAM PLAN STANDARDS
The Contractor shall adopt the JTA standardized System Safety Program Plan prior to beginning work under the contract. The SSPP includes management, vehicles and equipment, operational functions, driving requirements, maintenance, equipment for transporting wheelchairs, and training sections.

The SSPP requires all Connexion JTA vehicles to be inspected at least annually in accordance with vehicle inspection procedures within Chapter 14-90, FAC. Preventative Maintenance inspections shall be more comprehensive than daily inspections, as required by Chapter 14-90, FAC.
1.33. SERVICE MONITORING, DATA COLLECTION, REPORTING AND ACCOUNTING

The Contractor shall cooperate with JTA in monitoring service through activities such as passenger surveys, contract compliance, annual System Safety Program Plan compliance, Quality Assurance and Management Reviews. All Contractor staff must be fully cooperative in all interactions with JTA.

All records, vehicles, and drivers may be inspected daily through spot checks, monthly through reporting, and quarterly through full audits. Inspections will be made without notice and all records must be current and readily available at all times. The Contractor must maintain a self-monitoring program to assure compliance between audits.

The Contractor shall provide reports as detailed by JTA in this RFP. The Contractor shall provide JTA with additional information and reports required during the term of the contract. Requests for additional reports by JTA and the Contractor’s obligation to provide such reports shall consider the reporting capabilities of the automated reservations, scheduling, dispatch and management system provided to the Contractor under this contract and a reasonable level of effort by the Contractor’s staff. Contractor’s staff shall be proficient in using the capabilities of the automated system provided to generate special data and reports.

The Contractor shall maintain a “Run Pull-Out Log” that indicates all runs scheduled for the day and the drivers originally assigned to cover those runs. The “Run Pull-Out Log” shall also list all scheduled extra board and back-up drivers for that day and the hours that each are available. Changes to original driver assignments shall be tracked on the log, use of extra board drivers shall be clearly indicated and final assignments and run coverage, as well as remaining extra board capacity throughout the day shall be detailed.

The Contractor shall also maintain a list of all drivers properly qualified and trained to operate paratransit services. This list shall include each driver’s name, JTA ID#, date of birth, and Social Security Number. An updated list shall be provided to JTA each time a driver is added or removed from the workforce. This list shall be used by JTA for on-street spot inspections of drivers, complaint investigations, and periodic on-site audits of the Contractor’s records and compliance with contract requirements.

Individual employee files shall be maintained for each employee. These files shall include all documentation of required qualifications and training. They shall also include documentation of all commendations, reprimands, and evaluations. A written record from the State of Florida Motor Vehicles Department shall be obtained every six (6) months for each driver for the duration of the contract and this record shall be included in the driver’s personnel file.

Prior to and during the implementation of new MDT and AVL systems and technology, the Contractor shall maintain paper run manifests. Once MDT and AVL systems and technology have been fully implemented and JTA deems that the data is reliable and accurate, it may authorize the Contractor to discontinue use of paper run manifests. This decision will be at the sole discretion of JTA.
Each trip, including those sent to backup service, must have actual pickup/drop-off times and mileage. Drivers shall complete a run summary sheet for each run performed. The run sheet shall identify the driver, the vehicle, the run number, the scheduled pull-out and pull-in times of the run, the actual pull-out and pull-in times, the pull-out and pull-in mileage, and shall indicate any breakdowns. The run summary sheet shall be attached to corresponding completed run manifests.

The run manifests shall include the run number and date. Separate lines shall then be included for each pick-up and drop-off. The pick-ups and drop-offs shall be in the final time sequence to be performed by the driver. Each pick-up and drop-off line shall include the scheduled pick-up or drop-off time, the address, the rider’s name, any special rider or directional notes, time of the pick-up, any applicable appointment or desired drop-off time, the pick-up time promised to the rider (or the on-time window calculated from the promised time), the number of PCAs and companions, mobility aids used by the rider, and the fare to be collected. Each line shall also provide space for the driver to enter the actual arrival time and boarding time or the actual drop-off time, and the mileage at each pick-up or drop-off. Drivers shall also record no-shows, cancellations, transferred trips and other service information and changes to the schedule.

Drivers shall be provided with a supply of blank “add-on” forms for entering information about trips added to the run by dispatchers. All information on scheduled trips noted above shall be recorded on these add-on sheets, including the original scheduled and negotiated times. The add on sheets shall also provide a space for drivers to record the time that the trip is assigned to them by the dispatcher.

Information from vehicle operations shall be recorded by the drivers on these run manifests. The information recorded on these forms shall then be reviewed by Contractor staff for errors and completeness and entered into the Trapeze system. Information from the drivers’ run manifests shall be added to the trip scheduling information already in the system to provide for a complete reconciled record of the scheduling, handling and delivery of all requested trips.

The Contractor shall provide staff for data entry and reconciliation of completed driver manifests with information in the Trapeze system. Reconciliation shall be completed within three (3) days of the date of service. The reconciled trip files shall then be used to generate regular, required reports, as well as special reports and data runs.

Contractors shall also maintain a daily record of total fares actually collected and fares that should have been collected.

On a monthly basis, the Contractor shall prepare a Monthly Operating Report which shall be submitted to JTA with the monthly invoice on or before the 15th business day of the following month. The Monthly Operating Report shall include, at a minimum, the following data:

**Operating Report Data**

1) Total one-way eligible passenger trips requested
2) Total capacity denials
3) Total eligibility denials
4) Total trips refused
5) Total trips scheduled
6) Total trips scheduled more than 60 minutes from requested time
7) Total advance cancellations
10) Total late cancellations
11) Total no-shows
12) Total missed trips
13) Total trips provided to eligible riders
14) Total PCAs transported
15) Total companions/escorts transported
16) Total passengers (eligible riders, PCAs, companions)
17) Total eligible rider will-call trips
18) Total vehicle hours (pull-out to pull-in)
19) Total vehicle-revenue-hours (first pick-up to last drop-off less scheduled breaks)
20) Total deadhead vehicle-hours
21) Total Vehicle Miles
22) Number and percent of going trips picked-up on-time
23) Number and percent of going trips picked-up early
24) Number and percent of going trips pick-up late
25) Number and percent of going trips picked-up very late
26) Number and percent of return trips picked-up on-time
27) Number and percent of return trips picked-up early
28) Number and percent of return trips pick-up late
29) Number and percent of return trips picked-up very late
30) Number and percent of trips dropped-off on-time
31) Number and percentage of trips dropped-off too early
32) Number and percentage of trips dropped-off late
33) Number and percent of trips picked-up very late
34) Number and percentage of trips up to 10 miles with travel time of 60 minutes or less
35) Number and percentage of trips up to 10 miles with travel time of more than 60 minutes
36) Number and percentage of trips over 10 miles with travel times of 90 minutes or less
37) Number and percentage of trips over 10 miles with travel times of more than 90 minutes.

All rider and passenger information (items 1-17) shall be by type of service (ADA or TD).
All other information shall be provided separately for total paratransit (ADA,TD) service transportation.

1.33.1. National Transit Data Base Reporting (NTD)
The Federal Transit Administration requires public transit operators to annually report specified operating, performance and vehicle data as a condition of federal funding. Additionally, operators of purchased transportation (PT) services that provide public transportation services under contract to recipients or beneficiaries of Urbanized Area Funds (UAF) must report data to the public transit agency for inclusion in the public transit agency’s NTD report.
The Contractor shall therefore provide JTA with all data needed to complete required NTD reports. The Contractor shall assist JTA with the completion of all required NTD reports including the Paratransit Survey (PS) trip-sheets and all other NTD forms. All information shall be complete and accurate, as a low error ratio is also part of the reporting requirement. The Contractor shall comply with all NTD Program requirements and any future changes in reporting requirements, including reports inspection and retention.

1.33.2. Monthly Management Reports
Monthly management reports shall be prepared and submitted along with monthly operations reports. The management reports shall detail accomplishments and goals related to the operation, administration and maintenance of services. These reports shall also include required DBE reports and shall outline DBE participation relative to planned participation and JTA goals. Existing and anticipated problems, with recommendations for resolution, shall be described. A complete accounting of all accidents, incidents and unusual events shall be included.

1.33.3. Project Status Meetings and Advisory Council Meetings
Project status meetings shall be scheduled as needed. The Contractor is expected to attend meetings relevant to the operation of this service. JTA anticipates weekly and monthly meetings will be held for discussing current or potential service problems and proposed solutions. The Contractor shall also attend meetings of the JTA’s Transit Advisory Committee (JTAC) and consumer advisory committee, as requested by JTA. Occasionally, additional meetings may be required, particularly during the beginning of the contract. Unless otherwise notified, the Project Manager or another employee with decision-making authority shall attend all meetings.

1.33.4. Accounting
The Contractor will maintain complete and accurate books of account that accurately and thoroughly reflect all fares and other revenues collected, and all expenditures made by the Contractor in connection with services at their local office. Such records will include the degree of detail and notations that are required by JTA to comply with local, state, and federal reporting requirements. All service costs incurred in the performance of this Agreement shall be recorded in an account separate from those used for other business activities of the Contractor.

The successful Contractor shall be required to instruct its personnel assigned to this project to maintain a daily log identifying the names of personnel working on the project, the tasks they are working on and timesheets that meet Federal and State requirements showing working hours charged to the project. The log and timesheets shall be made available to the JTA Project Manager during all normal work hours.

The Contractor must maintain a record of each driver's work period which shall include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day. Driver work hours must follow the requirements of Chapter 14-90, FAC.

1.33.5. Record Retention and Inspection
The Contractor shall maintain all operational and financial records, including required reports, for a period of at least five (5) years following the service date. Such records shall include vehicle manifests, dispatch records, billing records, timesheets, accident and incident reports, and
any other paper, magnetic or digital records relating to the operation of the service. These records shall be surrendered, on demand, and at no additional cost to JTA.

JTA or any of their duly authorized representatives shall have access to any books, documents, papers and records of the selected Contractor, which are directly related to the project.

1.33.6. Confidentiality of Client Information
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 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Contractor shall ensure that all employees and subcontractors understand that the requirements of the Privacy Act and HIPAA, including the civil and criminal penalties for violation of that Act, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records related to this RFP and contract.

1.34. BILLING AND PAYMENT
During the Contract period, the Contractor shall submit to JTA monthly invoices with full and appropriate documentation. The Contractor shall submit the original invoice and one copy to the JTA designated official.

JTA shall then pay the Contractor for the services rendered minus actual passenger cash revenues collected (or should have been collected), plus any incentive payments as identified in the “Incentives and Disincentives” section of this RFP, minus any penalties as identified in the “Incentives and Disincentives” section of this RFP.

The Contractor’s invoice shall be submitted by the 15th and last calendar day of the month following the month of service and shall include:
1. Contract Number
2. Invoice Number
3. Billing Period
4. Total Non-Vehicle Fixed Costs Billed
5. Total Vehicle Fixed Costs Billed
6. Total Variable Costs Per Vehicle-Revenue-Hour Billed
7. Total Cost Billed
8. Amount of Passenger Cash Fares Actually Collected
9. Net Amount Billed
10. DBE Participation Amount (if applicable)

Documentation accompanying monthly invoices shall include:

1. A list of all approved vehicle runs by day, the scheduled pull-out and pull-in times for each run, the actual pull-out and pull-in times (as documented on the Vehicle Summary Sheets attached to run manifests), the first pick-up and last drop-off times for each run,
total scheduled break time for each run, the mechanical/accident downtime for each run, and the total vehicle-revenue-hours for each run. A total of vehicle-revenue-hours for the month should then be shown and this total should tie into the actual vehicle service-hours included in the invoice.

2. The number of eligible rider trips provided, the number of companions/PCAs/Escorts transported, by type of service, the amount of fares that should have been collected, the actual amount of cash fares collected, and the cash value of pre-paid fare tickets collected. This information should tie into the Monthly Operating Reports submitted.

3. The Monthly Operating Report required in this RFP.

4. The Monthly Management Report required in this RFP.

Payments shall be made by JTA bi-monthly within thirty (30) days of verification and acceptance of the invoices and required service and management reports by JTA. If any portion of the invoice is disputed by JTA, JTA agrees to reimburse the Contractor for its undisputed costs. Disputed costs will be resolved in 30 days and shall be included in the subsequent month's payment to the Contractor.
1.35. **COST TABLES**

The proposers shall submit their price proposals and fill the following four cost tables. All lines shall be completed and no lines shall be left blank.

JTA is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in price quotations.

Proposers should clarify entries so that all costs are included.

It is understood that the prices in the below tables constitutes the proposers total price for completing the work described in the RFP for the option selected. JTA will not incur other additional costs for any additional equipment, services, shipping, handling or installation.

Unit prices provided in the tables below will be used as a basis for cost adjustments during the project. It is understood that these unit prices will hold for the duration of the project (until final system acceptance).

<table>
<thead>
<tr>
<th><strong>Operations Only Model (Service Model 1)</strong></th>
<th>Cost per Hour of Service</th>
<th>Cost per Trip performed</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hire and manage drivers</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Train drivers and supervisors</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Operate vehicles</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Provide road supervision</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Monitor service</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>Annual Expected Total</strong></td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Operations, Dispatching and Scheduling Services Model (Service Model 2)</strong></th>
<th>Cost per Hour of Service</th>
<th>Cost per Trip performed</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hire and manage drivers</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Train drivers and supervisors</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Operate vehicles</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Provide road supervision</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>
### Paratransit Services for JTA

Dated October 9, 2012

Page 65 of 123

**Monitor service**

- Carry out trip scheduling
- Perform vehicle dispatching

**Annual Expected Total**

---

**Full-Service Model (Service Model 3)**

<table>
<thead>
<tr>
<th>Services</th>
<th>Cost per Hour of Service</th>
<th>Cost per Trip performed</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hire and manage drivers</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Operate vehicles</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Provide road supervision</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Monitor service</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Handle trip reservations</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Carry out trip scheduling</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Carry out customer service activities</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Perform vehicle dispatching</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Vehicle Maintenance</td>
<td>$</td>
<td>$</td>
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</tr>
<tr>
<td>Fueling</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Vehicle Cleaning and Washing</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Administrative Offices and Other Facilities</td>
<td>$</td>
<td>$</td>
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</table>

**Annual Expected Total**

$   $
Optional Services

<table>
<thead>
<tr>
<th>Services</th>
<th>Annual Total Cost</th>
<th>Average Cost per Vehicle</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 Vehicles</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>
SECTION III
GENERAL RESPONSE REQUIREMENTS

Proposal Return Date

Sealed proposals will be received in one (1) original and eleven (11) copies at Jacksonville Transportation Authority, Administration Building, ATTN: Receptionist, 100 N. Myrtle Avenue, Jacksonville, Fl 32204 The proposals should be submitted in sealed envelope marked "RFP #P-13-005, PROPOSALS FOR Paratransit Services For Jacksonville Transportation Authority, DUE no later than 2:00 P.M. on November 15, 2012.

Proposal Submission

A proposer may not submit more than one main proposal. Response to the RFP should follow the format described in this section. The required elements should be presented in clear, factual statements and supported by any necessary attachments regarding individual components. The proposal should be typed on 8 1/2 x 11 inch paper with binding on the left hand side. Unnecessarily elaborate presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness.

Proposers are advised to adhere to proposal requirements. Proposals shall be tabbed based on the major sections in the table of contents.

Cover Letter
This is to be a document which details your firm's understanding of the purpose of the requested systems. The cover letter must be signed by a representative of the proposing firm, authorized to negotiate with JTA. The document must include a brief statement of understanding and approach of work not to exceed two (2) pages.

Proposal
The Proposal shall be organized with the following sections:

a) Cover Letter
b) Understanding of Requirements – proposer will clearly describe their understanding of JTA’s services and operational objectives related to proposed services;
c) Qualifications of Firm – proposer will clearly and specifically describe relevant qualifications of firm or team to undertake the requested services;
d) Relevant Firm Experience - proposer will clearly and concisely document similar projects successfully operated by the firm or team. Proposer must identify project name, client contact, services performed, and date.
e) Project Staffing and Management - proposer will identify the key personnel who will be assigned to the project. For each person, the proposer will identify number of years of relevant experience, role on this project, and experience and role on similar projects. Proposer will provide a project management organization chart identifying the project manager, QA/QC responsibility and show the roles proposed for key staff;
f) **Approach and Implementation Proposal** – proposer will clearly and concisely describe their approach and implementation philosophy, process and procedures.


g) **Staff Experience** – proposer will provide resumes for all staff assigned to the project;


h) **Price Proposal** – the proposer will complete the price proposal sheets attached and submit same with proposal; and


i) **Required Forms and Certifications** – the proposer must complete and submit all required certifications and forms identified herein.


It is required that sections (a) through (f), above, do not exceed fifty (50) pages in the submitted proposals. Substantial number of points will be deducted from any proposal's evaluation scores that exceed the 50-page limit.


Addenda to RFP

If any addenda are issued to this RFP, a good faith attempt will be made to bring any changes in this RFP to the attention of each of the prospective proposers who either picked up or were mailed a RFP. However, **PRIOR TO SUBMITTING THEIR PROPOSAL, IT SHALL BE THE RESPONSIBILITY OF EACH PROPOSER TO CONTACT THE JACKSONVILLE TRANSPORTATION AUTHORITY** to determine if addenda were issued and, if so, to obtain such addenda. If any addenda are issued, in order to acknowledge receipt of the addenda, proposers must either submit a copy of the addenda with their proposal or include a written acknowledgment of such receipt in their proposal. Unless the proposal either contains a written acknowledgment of receipt of the addenda, or the addenda are submitted with the proposal, the proposal will be considered irregular and may result in disallowance of consideration of the proposal.


Proposer Identification/Authorized Signatories

Proposals shall clearly indicate the legal name, address, and telephone number of the proposer (corporation, firm, partnership, joint venture, individual). Proposals shall be signed above the typed or printed name and title of the signer.

Proposals must be signed by an individual with the authority to bind the proposer, and the underwriter to the submitted proposal. The Signature of Authorized Representative on the Proposal Forms must be made by an officer of the proposer if the proposer is a corporation, by a partner or co-venturer if the firm is a partnership or joint venture, by a manager if a limited liability company, or by the proprietor, if the firm is a sole proprietorship.


Method of Acceptance

The proposals received will be ranked by the Authority on the basis of the criteria herein provided, unless the Authority determines to abandon the project prior to ranking. Unless the project is abandoned, the Authority will attempt to enter into negotiations with the highest-ranked proposer, and if negotiations are successful (including those involving compensation), the Authority will attempt to enter into a contract with that proposer. Failing the execution and
delivery of a contract with the highest-ranked proposer, the Authority (if it has not then abandoned the project) will attempt to enter into negotiations with the second-ranked proposer, etc. In consideration of the Authority's allowing the proposers to make a proposal (offer), each proposer agrees that a contract shall arise solely upon execution and delivery to the proposer of a written contract in respect of this RFP by the Authority, and that no posting of a ranking of proposals or proposers, or commencement of negotiations with a proposer, binds the Authority in any manner whatsoever or gives rise to any contractual or quasi-contractual responsibilities of the Authority.

**Irrevocability of Proposal; Responsibility for Subcontractors**

In consideration of the Authority's allowing the proposer to make a proposal (offer), each proposer agrees by offering a proposal (offer) that such proposal (offer) shall remain open and not subject to revocation and shall be subject to the Authority's acceptance as provided above for a period of 90 days after the date on which such proposals are due, whether or not the Authority has commenced negotiations with another proposer. Proposers must undertake to advise their respective subcontractors of all of the terms of this RFP, including but not limited to the foregoing requirements. Proposers are fully responsible for the performance or failure of performance of their subcontractors, whether or not any such subcontractor has been approved or acknowledged by the Authority.

**Waiver and Rejection**

The Authority reserves the right to waive informalities or irregularities in any proposals, to reject any and all proposals in whole or in part, with or without cause, and to accept that proposal, if any, which in its judgment will be in its best interest. The Authority reserves the right to terminate negotiations with any or all proposers at any time prior to execution and delivery of a written contract by the Authority, without liability of any kind to a proposer.

**Non-Warranty of RFP Information**

Due care and diligence has been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with those making proposals. The Authority and its representatives and consultants shall not be responsible for any error or omission in the RFP.

**Conformity to Applicable Laws**

The proposer must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to, the "Public Records Law", Chapter 119, Florida Statutes (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.
Contingency Fees Prohibited

By submitting a proposal in response to this RFP, the proposer warrants that it has not employed or retained a company or person, other than a bona fide employee or subcontractor, working in its employ any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making a contract with the Authority.

Audit Provisions

The Authority may at any time during normal business hours, with or without prior notice and by or through its employees or its consultants, inspect, copy and audit all of the books and records of the provider (and its subcontractors, if any) selected to perform the services sought hereunder, if any, including all work papers and correspondence and financial records related to such services. The selected provider shall include this provision in each subcontract entered into in respect of such services.
**Insurance/Safety Requirements**

The Contractor shall, at its own expense, procure and maintain during the duration of this contract, with insurers acceptable to the Authority, the types and amount of insurance conforming to the minimum requirements set forth herein.

The Contractor shall not commence work until the required insurance is in force and a Certificate of Insurance or, at the option of JTA, a copy of the policies and endorsements, which verifies inclusion of the Authority as an Additional Insured in the General Liability and Commercial Auto policies and includes a thirty (30)-day written notice of cancellation to the Authority for all coverages or other evidence of insurance satisfactory to the Authority, has been provided to and approved by the Authority. Until such insurance is no longer required by this Contract, the Contractor shall provide the Authority with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. The requirements contained herein, as well as JTA’s review or acceptance of insurance maintained by Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the contract.

**A. MINIMUM INSURANCE LIMITS**

Contractor shall maintain limits no less than:

1. **Commercial General Liability Insurance**: Coverage is to be provided on an occurrence basis. The minimum limits of insurance shall include the following:

   - Commercial General Liability, including
     - a) Premise/Operations
     - b) Personal and Advertising Injury
     - c) CGL policy not endorsed with exclusion – Products/Completed Operations Hazard (CG2104)
     - d) CGL policy not endorsed with exclusion – Damage to Work performed by Subcontractors on Your Behalf (CG2294 or CG2295)
     - e) CGL policy not endorsed with exclusion – Explosion, collapse and underground property damage (CG2142 or CG2143)
     - f) CGL policy not endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)
     - g) CGL policy not endorsed with Exclusion – Damage to Premises Rented to you (CG2145)

   $2,000,000 General Aggregate
   $1,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal and Advertising Injury
   $1,000,000 Each Occurrence
   $  50,000 Fire Damage
2. **Business Automobile Liability Insurance:** The minimum limit of $1,500,000 (seating capacity of 15 passenger or less) or $5,000,000 (seating capacity 16 or greater) per accident for bodily injury or property damage. The insurance shall include coverage for the following:
   a. Owned/Leased Autos
   b. Non-Owned Autos
   c. Hired Autos
   d. Physical Damage coverage for JTA owned vehicles while in the care, custody and control of the Contractor.

3. **Workers’ Compensation and Employer’s Liability Insurance:** Workers’ Compensation statutory limits as required by Chapter 440, Florida Statutes and any applicable Federal or State Law.

   Part Two of the Standard Workers’ Compensation Policy shall include the following minimum limit of liability:
   - $500,000 Each Accident Bodily Injury by Accident
   - $500,000 Policy Limit Bodily Injury by Disease
   - $500,000 Each Employee Bodily Injury by Disease

4. **Umbrella/Excess Liability:** Umbrella/Excess Liability coverage, on an occurrence and follow form basis, that applies in excess of the required General Liability, Business Automobile Liability and Employers’ Liability limits, in an amount not less than $5,000,000 per occurrence limit.

**B. DEDUCTIBLES AND SELF-INSURED RETentions**

Any deductibles or self-insured retentions must be declared to and approved by the Authority and clearly stated on the certificate of insurance. At the option of the Authority, the insurer shall eliminate such deductibles or self-insured retentions as respects the Jacksonville Transportation Authority, members of its Board of Directors, committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses. Evidence of financial responsibility must be provided at the request of the Authority if Contractor maintains excessive self-insured retentions.

**C. OTHER INSURANCE PROVISIONS**

1. **Commercial General Liability, Automobile Liability Coverages:**
   a. The Jacksonville Transportation Authority, members of its Board of Directors, committees, officers, agents, employees and volunteers are to be included as additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the Authority. The coverage shall contain no special limitations on the scope of protection afforded to the Jacksonville Transportation
Authority, members of its Board of Directors, committees, officers, agents, employees and volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the Jacksonville Transportation Authority, members of its Board of Directors, committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Jacksonville Transportation Authority, members of its Board of Directors, committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Jacksonville Transportation Authority, members of its Board of Directors, committees, officers, agents, employees and volunteers.

d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employer’s Liability, General Liability and Automobile Liability Coverages:
The insurer shall agree to waive all rights of subrogation against the Jacksonville Transportation Authority, members of its Board of Directors, committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor for performance of services under this Agreement.

3. All Coverages:
a. Each insurance policy required by this Agreement shall be endorsed to state that no material alteration or cancellation, including expiration and non-renewal, of coverage shall be effective until after thirty (30) days prior written notice has been given to: Jacksonville Transportation Authority, ATTN: Purchasing Division, 100 N. Myrtle Ave., P.O. Drawer “O”, Jacksonville, Florida 32203.

b. Failure to maintain a current certificate of insurance, or other evidence of the insurance required, on file with the Jacksonville Transportation Authority will be grounds for withholding or rejecting payment of invoices.

c. Until such time as the insurance is no longer required to be maintained by the Contractor, the Contractor shall provide the Authority with renewal or replacement evidence of the insurance in the no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

d. Notwithstanding the prior submittal of a Certificate of Insurance, if requested by the Authority, the Contractor shall, within thirty (30) days after receipt of a written request from the Authority, provide the Authority with a certified complete copy of the policies providing the coverage required.
e. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this requirement, it shall be deemed a material breach of contract. The Authority, at its sole option, may terminate the contract and obtain damages from the Contractor resulting from said breach, or force place such insurance, at the sole discretion of the Authority and at the sole expense of the Contractor.

f. This coverage is required of the Contractor. If subcontractors are to be used, the Contractor will be required to provide evidence of subcontractor insurance acceptable to JTA.

g. Neither approval by the Authority nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor’s full responsibility to provide the insurance as required by this Contract.

h. Depending upon the nature of any aspect of this project and its accompanying exposure and liability, the Authority may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities which may or may not require the Authority also to be named as an additional insured.

i. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor. Any remedy provided to the Jacksonville Transportation Authority, members of its Board of Directors, committees, officers, agents, employees and volunteers by the insurance shall be in addition to and not in lieu of any other remedy available under this contract or otherwise.

j. Contractor’s insurance coverage requirements apply to the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor’s fees.

k. Contractor shall procure and maintain during the life of the contract and until such insurance is no longer required by this Contract, insurance of the types and minimum amounts stated. Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, and having a most recently published rating by A.M. Best Company of A X or better.

If, during the period when an insurer is providing the insurance required by the Contract Documents, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure, the Contractor shall immediately notify the JTA and shall immediately replace the insurance provided by the insurer with an insurer meeting the requirements. Until the Contractor has replaced the unacceptable insurer with one acceptable to the JTA, the Contractor shall be in default under the Contract.
**Required Program of Insurance**
Without limiting Contractor’s indemnification of JTA, the Contractor will be required to provide and maintain at its own expense throughout the contract term, a program of insurance that includes general liability, endorsed for premises, operations, products and completed operations, independent Contractors and personal injury, and that covers all events occurring during the Contract term.

**Indemnification.** Contractor hereby indemnifies and holds harmless the JTA and its officers, board members and employees (collectively, the “Indemnified Parties”) from and against any and all claims, actions, suits, proceedings, costs, expenses, damages or liabilities (including attorneys' fees and expenses and court costs, “Losses”) arising out of, connected with, or resulting from the provision of the services provided under the contract or any breach or default under the contract, by Contractor or its subcontractors, agents or employees. Contractor also indemnifies and holds harmless the Indemnified Parties from and against any and all claims, actions, suits, proceedings, costs, expenses, damages or liabilities (including attorneys' fees and expenses and court costs) which any Indemnified Party may incur as a result of the actions or omissions of the Contractor, its employees or agents, while on JTA's premises or during the provision of services, wherever located. The premises of JTA referred to in the preceding sentence shall include all space and real property owned, leased or subleased by JTA, or in which JTA has easement rights. Notwithstanding the foregoing, there shall be no indemnification hereunder by Contractor as to any Losses caused by the sole negligence or fault of the JTA. The provisions of this paragraph shall survive the termination of this Agreement. The indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers’ compensation acts, disability benefits acts or other employee benefit acts.

This indemnification provision is separate and apart from, and in no way limited by, any insurance provided pursuant to the contract or otherwise. This indemnification by the Contractor shall extend for any claims arising in whole or in part from a breach of or default under the contract.

**SAFETY REQUIREMENTS**
This section is intended for Construction Contracts. However, all other Contractors are required to comply with any and all State, Federal and Local and JTA Safety rules and regulations. All employees of the contractor or anyone working on behalf of the contractor is required to participate in the MANDATORY Contractor Orientation Program prior to accessing the facility.

A. **INTRODUCTION**
These construction safety requirements are one of the construction contract documents. All contractors are required to ensure that they and their employees, subcontractors, suppliers, vendors, and visitors, while on the job site, comply with the provisions of this manual. The provisions of these requirements shall be strictly enforced.
Noncompliance with safety requirements shall be treated the same as non-compliance with any contract item. Any non-compliance will result in work stoppage or employee dismissal; willful or repeated non-compliance will result in Contractor dismissal.

The Federal Occupational Safety and Health Act as well as JTA’s System Safety Program Plan and other federal, state, local and project codes, or regulations publicized in the interest of safety shall be enforced and defined by the contract.

The Project Safety Requirements are a supplementary document to all governmental rules, codes and regulations, and does not negate, repeal, alter or otherwise change any provisions of these rules, codes and/or regulations. It is intended to supplement and enforce the individual program of each trade Contractor and to coordinate the overall safety effort. It is understood that the ultimate responsibility for providing a safe place to work rests with each individual trade contractor.

**Safety Will Not Be Sacrificed For Production.** Safety will be considered an integral part of quality control, cost reduction, and job efficiency. Every level of management and supervision shall be held accountable for the safety performance demonstrated by the employees under their supervision.

**B. STATEMENT OF POLICY**

It is the policy of all Contractors and JTA that a safe work place is provided. JTA and all others employed on the project will conduct their work in a safe manner consistent with good construction safety practices in addition to all written requirements.

The JTA shall require all contractors and sub contractors to fully comply with safety requirements, with all federal, state and local laws, statutes, ordinances, rules, regulations, requirements and guidelines of government authorities, agencies and any other authorities having control or responsibilities bearing on the performance of work.

Management and supervision are charged with the responsibility of preventing the occurrence of events or conditions that could lead to injuries or illness. The ultimate success of this safety program depends fully upon the total cooperation of every individual employee. It is management's responsibility to ensure that safety rules and procedures are enforced and to further ensure that effective training and education programs are employed. Work will be performed in a safe manner to protect all employees, visitors, the public and adjacent property.

**C. OBJECTIVES**

To control the exposures and prevent the failures that causes fatalities, injuries, illnesses, equipment damage and/or fire, and damage or destruction of property at the JTA work site.

**D. GOALS**

Totally eliminate events that cause or could cause injuries or illness, achieve zero fatalities, zero permanent disabling injuries, and zero lost workday cases.
ADMINISTRATION AND ORGANIZATION

JTA will not assume the responsibility for or relieve any Contractor of their direct responsibility for employee and public safety.

The objective of these requirements is to identify how the program will be administered, identify responsibilities, and ensure control.

The effectiveness of the safety program depends upon the active participation and sincere cooperation of all Contractors and their employees and the coordination of their efforts in carrying out the following basic responsibilities:

A. Plan all work to eliminate personal injury, property damage, and the loss of productive efforts in accordance with the Safety Hazard Analysis Procedure.
B. Establish and maintain a system for early detection and correction of unsafe practices and conditions by following the Safety Hazard Analysis Procedure for each work activity.
C. Provide adequate protection for adjacent public and private properties and to ensure the safety of the public at all times.
D. Establish and conduct safety education programs designed to gain, stimulate and maintain the interest and active participation of all employees through:
   1) Safety meetings and communication.
   2) Investigation of incidents that have caused or could cause injuries and potential safety incidents to determine the root cause and the taking of necessary corrective actions.
   3) Use of proper work procedures, personal protective equipment and mechanical guards (Safety Job Hazard Analysis).
   4) Safety instruction for individual employees and safety training programs.
   5) Maintenance of records of incidents and losses and development of injury/losses experience summaries.

All Contractors are responsible for the implementation of the project safety requirements. These requirements will be administered by each Contractor and will include maintaining and auditing individual sub-contractors’ safety performance for compliance with all applicable federal, state, local, and established project safety requirements, including, but not limited to, the Contractors’ individual safety and hazard communication programs. General Contractors are responsible for ensuring all subcontractors are safety pre-qualified by JTA prior to the resource beginning assigned work.

Sub-contractors are held to the same requirements and standards of safety performance as the general contractor. General contractors shall ensure that subcontractors are properly trained and work in accordance with this document. Sub-contractors are also subject to work site assessment and training verification.

The Contractors Field Superintendent or designee will conduct daily inspections with Contractor safety personnel. When a violation of job safety is observed, the Contractor shall be notified either verbally or in writing and immediate corrective action shall be taken. Contractor safety personnel shall audit their company's safety performance continually throughout the entire workday and during non-scheduled work activities.
Daily inspections shall be conducted by all Contractors’ field superintendents in conjunction with sub-contractors’ site supervision. When unsafe acts, conditions or fire hazards are noted, immediate corrective action shall be taken. Where immediate corrective action cannot be obtained, the Contractor shall be notified verbally and in writing of the unsafe act or condition and the Contractor will be required to correct the situation and notify the Contractors Designated Safety Representative of action taken in writing before the end of that workday. Failure to correct a problem shall result in the immediate stopping of all work in the related area and work shall not be permitted to resume until unsafe conditions are corrected.

Under the terms and conditions of the contract documents, each Contractor is required to administer their own activities and those of their Subcontractors. Each Contractor and Subcontractor is responsible for the safety of his or her employees. Each Contractor will be required to provide JTA with a copy of their company safety program and hazard communication program.

Where the programs differ, the JTA safety guideline will be the governing factor. Prior to commencement of work at the site, the Contractor, his safety supervisor, and Subcontractor(s) for the project shall attend a pre-construction safety conference with the JTA Project Manager and JTA Safety & Emergency Officer or designee. The purpose of the meeting shall be to review procedures, forms, record keeping, reports, etc. and to clarify any misunderstandings about the project safety program.
LEGAL REQUIREMENTS

System Safety Program Plan (SSPP) and Security Program Plan (SPP) to comply with Florida Statute Chapter 341.061, Florida Statutes for Public Transportation and Florida Administrative Code 14-90.
SECTION IV
TERM OF CONTRACT; COMPENSATION; CERTAIN PERFORMANCE REQUIREMENTS

Term of Contract

The term of the contract, if one is awarded, shall be for one four-year base term with two (2) two-year options to extend. By submitting a response to this RFP, the proposer acknowledges that the Authority will have the right at any time, and for any reason, to terminate the contract unilaterally upon five (5) days written notice, with or without cause. Payment for services rendered prior to such termination (and, in the case of Service Model 3, for unavoidable costs of early termination of facilities leases in the event of termination by JTA without cause) shall be made by the Authority, subject to any damages, losses or other amounts owing to Authority by the provider.

Performance Bond Requirement

At the time of contract award, the selected Contractor will furnish to the Authority a performance bond or similar security (ex. letter of credit) in favor of the Authority in the sum of 15% of the estimated total compensation under the contract for the first twelve month period. Such performance bond or security shall be issued by a nationally-recognized financial institution whose credit ratings are acceptable to the Authority, and shall be in form and substance satisfactory to the Authority. At a minimum, such performance bond or security shall provide for payment to the Authority of the sum of such instrument upon the failure of performance of the Contractor for any reason.

Prompt Payment to Subcontractors and Suppliers

Prime Contractors and Subcontractors who have contracted portions of their work to small business, as defined by the Small Business Administration in Title 13 Code of Federal Regulations, Part 121 are subject to the following regulations:

1. All small businesses acting in a Subcontractor or Sub-Subcontractor relationship must be paid for services rendered no later than seven (7) business days after the Prime Contractor has received payment for the work from JTA.

2. All retainage amounts held from the aforementioned small business Subcontractors and Sub-Subcontractors, where applicable, must be returned to those entities no more than thirty (30) days after the Subcontractor or Sub-Subcontractor has completed its portion of the contracted work. Subcontractors and Sub-Subcontractors who fail to correct substandard work discovered after the release of retainage under this requirement are subject to suspension and debarment proceedings by JTA.

Failure to comply with these procedures on the part of the Prime Contractor or Subcontractor, constitutes a default of the contracted relationship with JTA and may result in the withholding of
payment to these parties and/or commencement of suspension or debarment proceedings. Any delay in or postponement of payment to the aforementioned Subcontractors or Sub-Subcontractors requires good cause and must receive written approval from JTA.
SECTION V
SELECTION CRITERIA

It is the sole responsibility of each proposer to address in its proposal each of the selection criteria described herein. Provide with your proposal any other information which would be relevant to the application of the selection criteria to your proposal.

Requirements for Respondents

A. Proposers shall submit one (1) original and eleven (11) copies of their response to this Request for Proposals. The Authority may request additional copies of those proposals, which are selected for the short-list of qualified proposers.

B. Proposals shall contain no more than fifty (50) pages (excluding staff resumes), exclusive of the covers, required attachments, and tab sheets. Text and figures shall be printed on one side of the paper only. Proposals shall be on 8 ½ x 11 paper bound on one side. Proposals should be prepared in the order of the evaluation criteria detailed below, and tabs should be used to separate and label the sections according to criteria. Information included in a letter of transmittal may not be taken into consideration while reviewing proposals. Resumes should not be included for staff who are not material to the project work.

The final page of the vendors proposal shall contain the following:
   a. Legal name of the vendor.
   b. Primary location. (Physical address)
   c. Local address if any.
   d. Telephone number, FAX number and e-mail address.
   e. Name of contact person.
   f. Authorized signature of contact person.

C. Proposals must contain an organizational chart and brief resumes of all initial key staff as well as key staff of sub-proposers.

D. Clear statements of experience related to the attached scope of work of management, staff and of the firm along with a list of references should be included. The list of references must include a contact person and telephone number.

E. A list of all sub-proposers that are an integral part of the proposal from a technical aspect must be included with detailed information as required in "C" and "D" above.

F. The proposer must submit an overall schedule of availability of personnel as such exists at that time. Any significant commitment of listed personnel which could conflict with their availability for this project should be clearly shown, including all personnel who are not locally based.
MINIMUM REQUIREMENTS

A. Three years experience for the work being proposed.
B. The attainment of the DBE goal or documentation of good faith effort submitted with proposal.

Proposers Responsible for Addressing Criteria

Proposers should be aware that the proposal will be evaluated in accordance with the criteria prescribed herein and accordingly would be advised to structure their proposal in a manner to properly address each of the evaluation criteria.

Evaluation Criteria

The evaluation criteria are set forth below.

The Evaluation Committee shall determine qualifications, interest and availability by reviewing the written responses received, and, when deemed necessary, by conducting formal interviews of selected proposers that are determined to be best qualified based upon the evaluation of written responses. The determinations shall be based upon the following evaluation criteria, the relative importance of which shall be indicated in the RFP:

Evaluation Criteria

Each of the following criteria will be scored accordingly:

1. **Rates/Fees (35 points):**
The proposer shall define those classifications (Section 1.35) which fit under the following categories and indicate rates for each category. The rates and fees, along with unit price quotations, including, without limitation, hourly rates, fee or other charges that will ultimately be used during contract negotiations to calculate or determine total compensation shall be included. Any cost used in evaluating any criteria shall be based on a four year cost.

   a. Fixed Cost Per Hour
   b. Variable Cost Per Hour
   c. Startup Expense (startup expenses to be invoiced separately during the initial contract year)
   d. Cost of employee turn over, see Section 1.25.2

Note: A best and final offer process may be requested at the sole discretion of JTA

2. **Qualification and Financial Stability related to this proposal (5 points)**
Includes technical education and training in the kind of project to be undertaken, including and with emphasis on proposed staff qualifications.

Qualities and indicators that will receive consideration include the quality and continuity of experience of the proposer (and proposers proposed staff) with the coverage of service being proposed or with similar services. Special emphasis should be given to paratransit operations.

a. Service Management
   1) Describe your staffing plans for regular service days and holiday service. Describe your approach to vehicle and route assignments, how you will maintain flexible driver schedules, and the methods you will use to achieve the appropriate mix of full-time and part-time driver shifts. Describe how you will ensure equivalent performance standards on weekends and holidays.

   2) Describe how you will establish and maintain organizational and programmatic relationships with agencies providing other services to the riders of Connexion. Provide examples of how your firm has established such relationships in other contracts, and how your firm was able to improve its service to riders as a result.

   3) Describe the quality improvement programs you have implemented under other contracts and the program you propose for this contract.

b. Administrative Data
   1) List the names, titles, address, telephone and fax numbers of persons authorized to conduct contract negotiations with JTA.

   2) If the Proposer is a certified Disadvantaged Business Enterprise, please attach a copy of your letter of certification from the state of Florida.

   3) JTA reserves the right to request other business and administrative information necessary to the conduct of this procurement.

c. Proposer Financial Statement
   Provide evidence of adequate financial stability. The Proposer must submit the following financial reports in a separate envelope:

   1) A copy of the most recent two full years of audited financial reports and financial statements (and current years internally compiled financial statements) with the name, address and telephone number of a responsible person in the company's principle financial or banking organization and its auditor.

   2) All such financial reports shall be detailed, not condensed or summarized version(s) of the report.

   3) JTA reserves the right to request such other information or reports necessary to establish evidence of adequate financial stability. JTA recognizes that these
reports contain proprietary material and will treat them as confidential. Please submit proof of insurability to the prescribed limits listed in the proposal. Insurance Requirements and disclose deductibles and self-insured retainers. Please identify your insurance agent(s) and underwriting company(s).

3. **Approach to Plan, Schedule, Service Provision & Operations (30 points):**

Qualities and indicators that will receive consideration, include the company's performance in converting the Scope of Services in to a work plan, the detail and clarity as to the respondent's approach to undertaking the project, company's ability to identify any special problems or concerns associated with the project and ideas how these obstacles should be addressed, including any approach which are designed to save time and money.

a. **Start-up Plan**

1. Describe your start-up plan. Identify all tasks to be completed between the date of contract award and the service start date. In your plan identify your assumptions, projections, estimations and key dates to accomplish the following:

   a. Hiring timelines, specific functions of staff hired and the estimated cost (unit rate, benefits, and total estimated hours of staff hired prior to service operation beginning).

2. Estimated amount of time spent on each task and estimated completion dates for each task.

3. Identification and cost of materials and equipment including identification of all equipment to be purchased to accomplish the identified tasks and prepare for service operation.

4. Specify the rationale for each task. Clearly identify what you intend to accomplish and how you will accomplish each task within the time lines.

5. Describe your plan for a smooth transition from the prior Contractor to your firm that ensures the least amount of disruption to the rider. How will you coordinate and facilitate vehicle transfers?

6. Percentage of current JTA employees who will be absorbed by the contractor (under service Models 2 and 3).

b. **JTA-wide Service Area**

1. Describe how you will ensure that all drivers and other operations staff will gain familiarity with the entire JTA and its traffic patterns.

2. Describe your plan for responding to increases and decreases in the allocation of Vehicle Service Hours (VSH). Indicate how such increases or
decreases will impact staffing and other aspects of your operation and the reasons for such impacts.

c. Facilities and Equipment (under service Model 3)

1. Describe your anticipated facility and equipment requirements including building and parking lot footage, that will be used in the performance of this contract, including preferred locations(s). If your company has available sites please describe. Indicate your control (own, lease, etc.) of each facility. Include in your description all administrative, operating, maintenance and fueling facilities owned and or leased that could be available for this contract.

2. Describe your storage and security plan for vehicles during non-service hours.

3. Describe your proposed telephone system and equipment. Describe how your system will ensure that two lines are dedicated and are able to be used in case of power failures, and how the system will ensure there is a dedicated line for the fax machine. Include a description of the system capacity and any special features.

4. Describe your experience with Mobile Data Terminals, two-way mobile radio service or similar radio communication system.

5. Describe your plan for maintenance and replacement of communications equipment. Describe your back-up service communication plan. Include the quantity and type of equipment to be purchased and describe how the equipment will meet the criteria of being able to interface with the existing mobile radio system.

6. Describe your and your proposed staff’s experience with the computerized dispatch and scheduling system TRAPEZE or similar system. Please identify the system(s) you have operated.

7. Describe your experience with receiving manifests at a remote site from centralized scheduling and dispatching location.

8. Describe how you will ensure the reliability of your computer hardware, software and local area network.

9. Describe your proposed computer preventative maintenance and repair plans.

10. In the event of a power outage or other circumstances that prevent the transmission of manifests from the Call Center describe your plan for obtaining manifests.
d. Vehicles and Maintenance (under service Model 3)

1. Describe your plan to ensure that the vehicle preventive maintenance inspections will be completed in a timely manner.

2. Describe the qualifications, training and experience of your vehicle maintenance manager and mechanics.

3. Describe your plans for inspecting, monitoring and replacing equipment that was originally supplied with the vehicles. Describe your plan for ensuring that vehicles are kept clean according to the standards in this RFP.

4. Describe your plan to ensure the driver's pre-shift vehicle inspection and other maintenance inspections occur according to the standards in this RFP.

5. Describe how you will ensure that a driver will not operate a vehicle that is not in safe and good operating condition.

6. Describe your experience with vehicle maintenance software and how you will implement and use it.

7. Describe how you will prepare a vehicle(s) for transfer to another Service Provider.

e. Recruitment and Retention of Drivers

1. Describe your plan for recruitment and retention of drivers. Include in this plan the use of existing drivers.

2. Describe how you will coordinate with the prior Contractor for recruiting and training to ensure the least disruption to service delivery.

3. Provide your proposed wage scale(s) for drivers. Describe in detail your benefit plan for drivers, including the degree of employee financial participation. List each proposed benefit. If you plan to hire drivers at different steps or pay grades, please identify the criteria you will use to determine at which step or level a driver will be started at. As this is a multi-year contract, how will you update your wage and benefit plan?

4. Describe your plan for tracking information on drivers, such as traffic violations, when their license, certificates and training dates need to be renewed.

5. If you presently use a computer-assisted system to track driver information, describe the hardware and software, and how you will meet all requirements of this RFP to maintain and track records and data.

6. Describe your hiring practices and procedures (include procedures for determining English proficiency and sensitivity in working with persons with...
disabilities), training, safety and emergency operation procedures for drivers. Describe how you will determine if a driver is physically fit to perform the job. If your program exceeds the guidelines as stated in this RFP, please describe where your program exceeds the standards stated in this RFP. Describe how your training program will prepare drivers for their first day of service. Describe the training plan to ensure drivers are able to provide transportation services during periods of snow and ice. Include the names and describe the qualifications of other organizations to be used in the driver training and any services that will be subcontracted.

7. Describe your plan for monitoring initial and ongoing driver performance, and performing regular driver performance reviews.

8. Describe your procedures for conducting criminal history checks, drug testing and driver license checks and your processes and procedures for actions resulting from such checks and tests. If you are presently conducting drug testing screening, describe your process for complying with Federal drug testing policies including time-frames, and at what point checks are accomplished in the hiring process.

9. Describe your driver corrective action plan and procedures/criteria for determining preventive and non-preventive accidents.

10. Describe how you will ensure that drivers report back after being charged with a felony offense or serious traffic violations.

f. Other Operator Staff

1. Identify and describe the job duties, hiring standards and proposed qualifications of staff, other than drivers and the project manager that will be assigned duties under this contract, such as dispatchers, trainer, maintenance manager, road supervisors, clerical etc.

2. Describe the procedure that you will use to notify the Control Center of vehicle unavailability prior to the day that the vehicle would be scheduled. Describe procedures for notification of the Control Center, when a vehicle, due to accident or other unforeseen event, is not available for scheduling of service.

3. Describe your backup plan for ensuring that service will be provided, if you are unable to schedule a driver(s) for an assigned route(s) on the day of service.

4. Describe your plan to ensure compliance with the standards for maintaining communications with the Control Center throughout the service day.

5. What is your procedure for responding to a vehicle breakdown/road call?
6. What is your procedure for responding to vehicle accidents or other incidents that may delay the delivery of service? Describe your proposed accident/incident investigation procedures. State your proposed policy and procedures for handling emergencies and comply with response and notification requirements in this RFP.

7. Describe your plan for fueling vehicles.

8. Describe your procedure to ensure that all rides are delivered on-time.

9. Describe your inclement weather plan. How will you ensure that resources including communication systems are available.

10. Describe your transportation safety record.

g. Customer Contacts and Complaints

1. Describe your proposed customer contact and complaint handling and complaint resolution procedures. Include copies of policies that will be used. Describe how you will ensure timely response and resolution?

2. Describe how you will incorporate customer comments into improved service.

3. Describe how your personnel policies integrate responses to employee concerns in areas such as customer service, on time performance and safety.

4. Ability and capacity to manage, monitor and measure service and comply with regulations and operations policies (25 points):

   a. Record Keeping and Data Collection

      1. Describe how your procedure to collect operations data will check for completeness and accuracy.

   b. Transportation Policies

      1. Describe your proposed policies and procedures to ensure that non-English speaking persons, persons with disabilities, people; of all sexual orientations and people of color receive equal treatment from your firm while utilizing services.

      2. Describe your proposed policies and procedures to ensure client confidentiality.

      3. Include training policies and procedures related to a diver's response to a rider's action(s) that may lead to the endangerment of staff or other riders. State how the policy and procedures comply with the ADA, and how will you
communicate to the Control Center (Dispatch) issues and problems with riders that may require service denial.

4. Describe your emergency response and notification procedures for handling vehicle or other types of emergencies. (i.e. 911 emergencies, medical emergencies, fire, accident and accident reporting, freeway emergencies, assaults, earthquake, inclement weather, nauseous or unsightly messes on the van, animal collisions etc.)

c. Fare Accountability

1. Describe in detail your procedures for fare collection, accounting and auditing of the fare collected. Include policies related to missing fares. Describe steps that will be taken to insure that fares are kept in a secured location and procedures for handling fares.

d. General Information

1. Name, address and telephone number of legal entity with whom contracts are to be written.

2. Name, address and telephone numbers or principle officers. (President, Vice President, Treasurer, Chairperson of the Board of Directors and other executive officers.)

3. Legal status of the Proposer.

4. Federal Tax ID number and Florida or other state business license number.

5. Is your firm a licensed auto transportation carrier, a certified passenger charter carrier or a certified private non-profit transportation provider. Provide evidence of your status or a copy of your application for certification.

e. Insurance/Claim Handling

1. Describe your procedures for handling complaints, accidents or incidents including your notification procedures to ensure the insurance company is notified of each and every potential claim. Detail the roles and responsibilities of personnel responsible for same.

2. Describe your litigation management procedures in response to litigation, depositions, and other court related matters.

Describe your file handling procedures for any and all claims.

Safety
1. Describe your standard operating guidelines and/or procedures to facilitate compliance with the SSPP.

f. Organization

1. Provide an organizational chart of your firm as it will be involved in this Contract, including parent company, all related operating company(ies) and or subsidiaries. Indicate the lines of authority for personnel directly involved in performance of this contract and relationships of these staff to other programs or functions of the firm.

2. Indicate positions of staff who will be involved with the performance of this contract. This will include administrative, management and direct line staff who are responsible for providing transportation services under contract to JTA. For each staff (if known at this time) assigned to this contract, describe their familiarity with the requirements of the Americans with Disabilities Act and its requirements on providers of public transportation.

3. For any personnel who will be shared with another Contract or corporate function, identify the percent of FIE assigned to this Contract.

4. Identify the individual who will serve as the on-site Project Manager, as well as key staff who will provide management or consulting support on-site or at a home office. For each person, describe their qualifications and experience, their role in providing the required service and the number of hours per month they will work on this service on average. Describe their experience with operational startups. Include a resume for each person identified.

5. Describe your plan for ensuring that a responsible decision making individual shall be available during all hours that service is provided.

6. If applicable, attach company name, contact, address, and phone and anticipated role of any proposed management subcontractor and/or consultant. Describe how you will use any subcontractor(s) and/or consultant(s) in the provision of this service.

5. Experience & References (5 points):

Please submit references from three (3) clients currently under contract with your company. Additional, references will be accepted from either existing clients or past clients whereby your company provided services within the past three (3) years.
a. Experience

1) Experience (both company and proposed staff) with operating and managing the provision of paratransit services; indicate specifically those contracts you have held with JTA or other entities doing business in Florida and other contracts within the United States. Include Contract and/or project title, dates of performance.

2) Scope and complexity of contract, including the average daily one-way trip numbers and the total dollar amount over the period of the contract.

3) Contract or project manager reference(s), including current telephone numbers, for each contract or project.

4) Indicate whether your firm has had any contract (transportation or other terminated for default within the last five years, whether or not the issue of performance was litigated.

(NOTE: If the Proposer has had a contract terminated for default in this period, then the Proposer shall submit full details including the other party's name, address and telephone number. JTA will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the Proposer's past experience.)

b. References

Proposers must submit references for similar type service operations of current transportation customers. There should be at least three (3) references. In the place of current users, use of past references may be allowed, instead. The format of each reference shall be:

1) References
2) Customer's Company name
3) Business address of customer
4) Name and title of customer contact
5) Current telephone number of customer contact
6) initial Contract cost. Total additional cost of changes
7) Description of work performed by the Proposer
8) Period of performance of the contract
9) Date of federal certification and certification identification number, if application.

JTA reserves the right to use any current or prior contractor and or client evaluation in its evaluation of references. Failure to provide complete and accurate information will result in lower score on evaluation.

Failure to provide complete and accurate information will result in lower score on evaluation.

References:
Please submit references from three (3) clients currently under contract with your company. Additionally, references will be accepted from either existing clients or past clients whereby your company provided services within the past three (3) years.

The following information is required as part of your proposal:

1. Name of Client ________________________________________________
   Address ______________________________________________________
   Contact Person ________________________________________________
   Telephone # __________________________________________________
   Brief description of services performed: ___________________________

2. Name of Client _________________________________________________
   Address _______________________________________________________
   Contact Person ________________________________________________
   Telephone # __________________________________________________
   Brief description of services performed: ___________________________

3. Name of Client _________________________________________________
   Address _______________________________________________________
   Contact person ________________________________________________
   Telephone # __________________________________________________
   Brief description of services performed: ___________________________

Failure to provide complete and accurate information will result in lower score on evaluation.
SECTION VI
PROPOSAL PROTESTS

All protest concerning this solicitation and any award hereunder shall comply with and be
governed by the Authority’s Solicitation and Award Protest Rule (the “Rule”), a copy of which is
available from the Authority’s website at www.jtafla.com, or from the Authority’s administrative
offices at 100 North Myrtle Avenue, Jacksonville, Florida. Under the Rule, any person who
wishes to protest the contents of this solicitation, including addenda, shall file with the
Authority’s Executive Director a notice of protest, in writing, no less than five (5) business days
before the RFP, proposal or qualifications due date, and comply with the other requirements of
the Rule. Under the Rule, any person who is adversely affected by the Authority’s decision or
intended decision with respect to an award under this solicitation shall file with the Authority’s
Executive Director a notice of protest, in writing, within 72 hours after the posting of the notice
of decision or intended decision, and comply with the other requirements of the Rule. Failure to
timely file a notice of protest shall constitute a waiver of proceedings under the Rule.
## SECTION VII
### FORMS AND REQUIRED CLAUSES

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment 1</td>
<td>Non-Collusion Proposal Certification</td>
</tr>
<tr>
<td>Attachment 2</td>
<td>Public Entity Crime Information</td>
</tr>
<tr>
<td>Attachment 3</td>
<td>Proposer’s Standard Assurances</td>
</tr>
<tr>
<td>Attachment 4</td>
<td>Certification of Eligibility</td>
</tr>
<tr>
<td>Attachment 5</td>
<td>Government-Wide Debarment and Suspension (non-procurement)</td>
</tr>
<tr>
<td>Attachment 6</td>
<td>Conflict of Interest Certificate</td>
</tr>
<tr>
<td>Attachment 7</td>
<td>Lobbying</td>
</tr>
<tr>
<td>Attachment 8</td>
<td>Access to Records and Reports</td>
</tr>
<tr>
<td>Attachment 9</td>
<td>Federal Change</td>
</tr>
<tr>
<td>Attachment 10</td>
<td>Copeland Anti-Kickback Act</td>
</tr>
<tr>
<td>Attachment 11</td>
<td>No Government Obligation to Third Parties</td>
</tr>
<tr>
<td>Attachment 12</td>
<td>Program Fraud and False or Fraudulent Statements and Related Act</td>
</tr>
<tr>
<td>Attachment 13</td>
<td>Privacy Act</td>
</tr>
<tr>
<td>Attachment 14</td>
<td>Civil Rights Requirements</td>
</tr>
<tr>
<td>Attachment 15</td>
<td>Incorporation of Federal Transit Administration (FTA) Terms</td>
</tr>
<tr>
<td>Attachment 16</td>
<td>Fly America</td>
</tr>
<tr>
<td>Attachment 17</td>
<td>Environmental Protection</td>
</tr>
<tr>
<td>Attachment 18</td>
<td>DBE Forms</td>
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<tr>
<td>Attachment 19</td>
<td>Bidders List</td>
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Non-Collusion Proposal Certification

By submission of this proposal, each Proposal and each person signing on behalf of any Proposer
certifies, and in the case of a joint proposal, each party certifies as to its own organization, under
penalty of perjury, that to the best of his/her knowledge and belief:

1) The prices in the Proposal have been arrived at independently without collusion,
consultation, communication or agreement, with any other Proposer or with any other
competitor for the purpose of restricting competition as to any other matter relating to
such prices.

2) Unless otherwise required by law, the prices which have been noted in this Proposal have
not been knowingly disclosed by the Proposer and will not knowingly be disclosed by
Proposer prior to opening, directly or indirectly, to any other Proposer or to any
competitor and,

3) No attempt has been made or will be made by the Proposer to induce any other person,
partnership, or corporation to submit or not to submit a Proposal for the purpose of
restricting competition.

____________________________
Date

____________________________
Proposer’s Signature
Public Entity Crime Information

“A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or contractor under a contract with any public entity, and may not transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”
Attachment 3

Proposer’s Standard Assurances

Name of Proposer:

At this time, we understand all requirements and state that as a serious proposer we will comply with all the stipulations included in the proposal package.

The above-named proposer affirms and declares:

1. That the Proposer is of lawful age and that no other person, firm, or corporation has any interest in this Proposal.

2. That this Proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation making a Proposal for the same project, and is in all respects fair and without collusion or fraud.

3. That the Proposer has carefully examined the site of the work and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the equipment and other facilities needed for the performance of the work, the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.

4. That the Proposer is in full compliance with all federal, state, and local laws and regulations and intends to fully comply with same during the entire term of the contract.

In witness thereof, this Proposal is hereby signed by the duly authorized representative of the Proposer and sealed as of the date indicated.

PROPOSER: ___________________________ ATTEST: ___________________________

_____________________________________________ ________________________________
Signature Witness

_____________________________________________ ________________________________
Type Name and Title Date
Certification of Eligibility

____________________________________ hereby certifies that it is not included on the lists of persons or firms currently debarred for any reason, including but not limited to violations of various public contracts incorporating labor standards provisions, maintained by the United States Comptroller General, the United States Department of Transportation, the Florida Department of Transportation, the Jacksonville Transportation Authority, the City of Jacksonville, or any other transportation agency of any state.

Date: ______________________________________________________

Proposer: _________________________________________________

Signature: ________________________________________________
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Lower Tier Covered Transactions (Third Party Contracts over $25,000).

Instructions for Certification

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 49CFR 29.995, affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.9440 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 RFP or proposal, the bidder or proposer certifies as follows:

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

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. (If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party
contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), ______________________________  
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THE PROVISIONS APPLICABLE THERETO.

___________________________________ ________________________________  
Signature of Contractor’s Authorized Official Date 

_____________________________________________  
Typed Name and Title of Contractor’s Authorized Official
Conflict of Interest Certificate

Proposer must execute either Section 1 or 2 hereunder relative to Florida Statute 112.313 (12). Failure to execute either section may result in rejection of this proposal.

**Section 1**

I hereby certify that no official or employee of the JTA requiring the goods or services described in these specifications has a material financial interest in this company.

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<thead>
<tr>
<th>Name of Official (type or print)</th>
<th>Company Name</th>
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<th>Signature</th>
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**Section 2**

I hereby certify that the following named JTA Official(s) and employee(s), having material financial interest(s) in excess of five percent (5%) in this company, have filed Conflict of Interest statements as required by law prior to proposal opening.

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<th>Name</th>
<th>Title or Position</th>
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<th>Print Name of Certifying Official</th>
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LOBBYING

Contractors who apply or submit proposal 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 Jacksonville Transportation Authority.

CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART 20

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.).]

(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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, ________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

__________________________ Signature of Contractor’s Authorized Official

__________________________ Name and Title of Contractor's Authorized Official

___________________________ Date

(To be submitted with each proposal or offer exceeding $100,000)
ACCESS TO RECORDS AND REPORTS

Access to Records - The following access to records requirements apply to this Contract:
1. 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.
2. 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.
3. 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 proposal, 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.
4. 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.
5. 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).
6. FTA does not require the inclusion of these requirements in subcontracts.
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 Agreement (Form FTA MA (2) dated October, 1995) 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.

COPELAND ANTI-KICKBACK ACT

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Since there is no specific statutory or regulatory requirements for additional mandatory language, I would recommend that no additional clauses are necessary for this provision.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

1. 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.

2. 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.
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

1. 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, 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.

2. 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.

3. 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.

PRIVACY ACT

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

(1) 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.

(2) 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.
CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

1. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 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.

2. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
   
   (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 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.

   (b) **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.

   (c) **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.
3. 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.

**Attachment 15**

**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 4220.1E, 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 Jacksonville Transportation Authority requests which would cause the Jacksonville Transportation Authority to be in violation of the FTA terms and conditions.

**Attachment 16**

**FLY AMERICA**

The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag carriers to the extent services by U.S.-flag carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations “Use of United States Flag Air Carriers.” 41 C.F.R. §§ 301.131 through 301.143.

**Attachment 17**

**ENVIRONMENTAL PROTECTION**

SOLICITATION REQUIREMENTS

CONSULTANT

JTA’S DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

It is the official policy of the U.S. Department of Transportation (DOT) and the Jacksonville Transportation Authority (JTA) that Disadvantaged Business Enterprises (DBEs) have a level playing field on which to participate in the performance of professional service agreements (“agreements”) financed in whole or in part with Federal funds. Federal Regulation 49 CFR Part 26 defines a DBE as a for-profit small business concern (also defined in Federal Regulation 49 CFR Part 26) that is subject to the following requirements:

1. At least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals AND

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

In order to overcome the effects of discrimination and its past influence on DBEs, in compliance with DOT mandates, JTA establishes an annual overall goal for DBE participation. Attainment of this goal may be achieved through Race Neutral or Race Conscious means. Race Neutral means are aimed at achieving the participation of small businesses in JTA agreements without respect to the gender or race of the owner. A Race Neutral program is one that, while benefiting DBEs, is not solely focused on DBE firms. When the use of Race Neutral means do not substantially contribute towards the overall agency goal for DBE participation, JTA also utilizes Race Conscious means as a method of achieving a “level playing field” for DBEs seeking to participate in federal-aid transportation agreements. Race Conscious means are aimed at achieving the desired level of participation among certified DBE firms.

The Consultant and its Subconsultants for this project shall not discriminate on the basis of race, color, national origin, disability or sex in the performance of all JTA agreements. The Prime Consultant shall carry out applicable requirements of the DBE Program in the award and administration of the work associated with this project. Failure by the selected Consultant to carry out these requirements may result in the termination of this agreement or such other remedy as deemed appropriate by JTA.

Participation Goals

If a DBE participation goal has been established for this agreement, the level of DBE participation proposed will be a factor in determining the award. Although all proposers must
meet the required procedures specified by JTA, the Agency will only enter into agreement with the proposer who meets either of the following criteria:

1. Achieves the DBE participation goal as specified below OR

2. Submits documentation detailing the Good Faith Efforts made in researching potential DBE Subconsultants.

If a DBE participation goal has not been established for this project, JTA encourages the Prime Consultant to make every attempt to secure a level of DBE participation that contributes toward the achievement of JTA’s overall DBE goal of 15%.

(X) DBE Goal Established For This Agreement: The proposer shall make a Good Faith Effort to subcontract at least 30% of the dollar value of the total amount of this agreement to certified DBE Subconsultants (Race Conscious).

OR

( ) No DBE Goal Established For This Agreement: JTA encourages the proposer to make every attempt to obtain participation of certified DBEs and other small businesses in the completion of this agreement (Race Neutral).

Documenting Goal Initiatives

DBE language contained in all proposals should be used to document the proposer’s achievement of the established DBE goal for this project or, if no goal is specified, information on DBE participation. This form should be as complete and accurate as possible and include all available information. Failure to comply with these requirements may be cause for rejection of any and all proposals as being noncompliant. Consultants who do not meet stated DBE goals, where assigned, must also submit Good Faith Effort documentation as part of their proposal packages (see the “Good Faith Efforts” section listed below). Proposers who do not address these requirements will be deemed non-responsive.

DETERMINING COMPLIANCE WITH DBE REQUIREMENTS FOR AGREEMENTS WITH A DBE GOAL

Forms

In order to be considered for projects commissioned by JTA, Consultants must acknowledge their commitment to achieving the DBE participation goals set by JTA. There are several required forms that are to be submitted as part of the proposal process which support this requirement:

- Schedule of Subconsultants – Identifies those Subconsultants whom the Consultant will utilize on this project – including the certified DBE businesses - and the scope of work to be performed by each Subconsultant.
- Consultant’s List – Lists all Subconsultants contacted by the Consultant to obtain subcontracting services for this project.
- **Intent To Perform As A Subconsultant** – Submitted for each Subconsultant outlining the dollar value of the work to be performed.

If the Consultant is awarded the agreement from JTA, it must enter into formal written agreement with the DBEs featured in the *Schedule of Subconsultants* per the assignments developed and outlined in the *Intent To Perform As A Subconsultant*. The Consultant must maintain the aforementioned documents and make them available upon request for review by the JTA’s DBE Office.

If the selected Consultant is a certified DBE and intends to perform a portion of the work with its own forces, the Consultant will be required to identify these responsibilities by type and percentage of work to be done. In order for the work to be counted towards the DBE goal assigned to the project, the Consultant must perform the work as specified and may not delegate or contract these responsibilities to other entities.
Certification

ALL PROSPECTIVE DBEs MUST BE CERTIFIED BY THE FLORIDA UNIFORM CERTIFICATION PROGRAM (UCP) AT THE TIME OF SUBMITTAL OF THE PROPOSAL. If a Subconsultant is not certified by the aforementioned entities at the time of submission, the Prime Consultant cannot report the non-certified business’ participation, nor include that company’s dollar value of work towards any established DBE goals. Applications for certification may be obtained from JTA’s DBE Office or JTA’s website at www.jtafla.com. In addition, the proposer may be asked to submit additional supporting documentation as requested by the certifying agency (JTA or FDOT) and are expected to fully cooperate with all such requests. In determining an applicant’s eligibility for DBE status, JTA will generally rely upon the Federal Certification Process as described in 49 CFR Part 26. In addition, as a member of the Unified Certification Program (UCP) within the state of Florida, where FDOT is the host agency, JTA will accept DBEs certified by FDOT and may, on a case-by-case basis, accept a DBE certification decision made by another UCP or out of state DOT.

Good Faith Efforts

All proposers who are unable to meet the requested DBE participation goal, where established, are required to include, as part of their proposal, Good Faith Effort documentation detailing the attempts made to secure DBE participation. An important component in evaluating a proposer’s Good Faith Efforts is the number of qualified DBEs expressing an interest in performing work under the agreement. Given the availability of such firms, a proposer cannot reject a DBE as unqualified unless the proposer has sound reasons to do so as determined through a thorough investigation of the DBE’s capabilities.

The following list, which is neither exclusive nor exhaustive, provides examples of the actions and activities which would be considered Good Faith Efforts on the part of a proposer attempting to meet the prescribed DBE goal. The extent and type of actions required may vary depending on such factors as industry practice, time available for submitting a proposal and the type of agreement involved.

1. Attending planned pre-proposal meetings scheduled by JTA to review resources such as certified DBE vendor lists and to discuss, among other things, DBE participation opportunities;
2. Advertising in general circulation, trade association, and minority/women-focus media concerning subcontracting opportunities;
3. Soliciting the interest of a reasonable number of DBEs through written notices, allowing an adequate amount of time for response and inquiry from interested parties;
4. Contacting prospective DBE participants, in response to initial solicitations, to assess level of interest;
5. Utilizing subcontracting arrangements and other techniques to structure the project in a manner designed to increase the likelihood of participation of DBE firms;
6. Providing interested DBEs with adequate information about the plans, specifications, scope of work and requirements of the agreement;

7. Discussing with interested DBEs the required capabilities of the project and performing a thorough investigation of the DBEs qualifications to determine inherent competencies;

8. Using good business judgment to negotiate in good faith with interested DBEs regarding price and reviewing all reasonable quotes from interested DBE businesses;

9. Assisting interested DBEs in obtaining bonding, lines of credit, insurance, and other guarantees required by JTA and/or the proposer;

10. Supporting interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance and services; and

11. Effectively utilizing the services of various community and professional organizations to aid in identifying qualified DBEs. These organizations include, but are not limited, to minority and women-based community organizations, chambers, Consultant groups, local, State, and Federal business assistance offices, JTA and other organizations that provide assistance in the identification of DBEs.

These efforts are active steps, ones that may significantly increase the potential for sufficient DBE participation and the achievement of agreement DBE participation goals. Mere pro forma efforts that fall short of efforts such as those listed above will be deemed unacceptable and thereby be rejected by JTA.

**Administrative Requirements**

It is the Consultant’s responsibility to ensure the intentions and interests of JTA’s DBE program are implemented in all phases of the project. In order to make certain the policies are carried out in a responsible manner, the Consultant must appoint a high-level official to administer and coordinate the implementation of these policies. The provisions outlined in his document are applicable to all subcontracting arrangements relating to this project.

The Consultant must maintain the following records concerning DBE participation with respect to this project for at least three (3) years following the completion of the work:

- All Subconsultant/supplier awards, including awards to DBEs;
- Documentation developed during the identification and award of such agreements to DBE firms, including, but not limited to, copies of executed agreements enacted with project participants.
REPORTING REQUIREMENTS

Financial Reports

The Consultant shall submit monthly reports detailing payments to all Subconsultants and suppliers, both DBE and non-DBE, in a form as determined by the JTA. Proper financial record keeping during and after the project is important in verifying compliance with JTA goals for DBE participation. The selected Consultant will be subject to interim and post-agreement DBE audits. Failure to comply with these mandates, resulting in an unsatisfactory audit analysis, may have a bearing on future consideration for the receipt of JTA agreements.

DBE Participation

The Consultant’s Request for Payment Form outlines the portion of JTA-distributed funds paid by the Prime Consultant to its Subconsultants. A copy of this form must be submitted for every invoice presented for progress or final payment showing the portion of such invoice due to each Subconsultant (DBE and Non-DBE). In addition, the Consultant must submit a report detailing the following information as it relates to invoices received from its DBE-certified Subconsultants:

1. The value of the work on the project actually performed by the DBE and applicable to the established DBE project goal; and

2. The entire amount of the DBE Subconsultant’s portion of work actually performed by the DBE’s employees and representatives. This includes, but is not limited to, the cost of supplies and materials obtained for work on the agreement, including supplies and equipment leased and/or purchased from sources other than the Prime Consultant and/or its affiliates.

The Prime Consultant should also report the entire amount of fees or commissions paid to each DBE for the following:

1. All bona fide services, including professional, technical, Consultant and managerial services.

2. The costs of providing bonds or insurance specifically required for the performance of the JTA agreement, provided these fees do not exceed what is deemed reasonable and customary for services of this type.

Other Arrangements

At times, due to the size of a project, a DBE may choose to enter into alternate arrangements with other businesses. Reporting of work done and applied towards DBE goals for the project is limited by the following constraints:

- If a DBE subcontracts a portion of its contracted responsibilities to another business, that business must also be a DBE in order for the value of the work to be counted towards the DBE participation goals established by JTA.

- If the DBE participates in the project as part of a joint venture, only that portion of the
work done by the DBE should be reported towards DBE goals.

**MODIFICATIONS AND SUBSTITUTIONS**

JTA understands that over the course of a project, unforeseen incidents may arise requiring the development of new Subconsultant arrangements in order to bring the project to completion; nevertheless, JTA is committed to the honest and thorough achievement of DBE commitments as previously specified in this document. **For that reason, the modification, change or substitution of Subconsultants as outlined in the proposal submitted for this project without the knowledge and consent of JTA’s DBE Office is expressly forbidden.** If a Prime Consultant desires to terminate or substitute a DBE Subconsultant listed in its *Schedule of Subconsultants* form and intends to perform the work of the terminated DBE Subconsultant with either its own forces or those of another Subconsultant, it must first submit to the DBE Office a *Request for Approval of Change to Original List of Subconsultants*, along with written documentation explaining the specific reasons for the change for approval prior to the substitution of the original DBE Subconsultant.

If a terminated DBE Subconsultant is substituted by another DBE Subconsultant, the Prime Consultant should include the name, address, certification number and principal office of the proposed DBE business.

The Consultant must make Good Faith Efforts to replace one DBE with another. In the event that the Prime Consultant is unable to contract with another DBE business, Good Faith Effort documentation must be provided to JTA describing the attempts to locate a substitute DBE. **In all situations, the Prime Consultant may not terminate or substitute a DBE Subconsultant without the prior written consent of JTA’s DBE Office.**

JTA shall notify the Prime Consultant in writing of its decision as expeditiously as possible. If JTA approves the proposed substitution in writing, the selected Consultant shall enter into an executed agreement with the proposed DBE business upon receipt of the substitution approval.

If the change involves a modification to the original list of Subconsultants, the Prime Consultant must submit, if applicable, the *Intent to Perform as a Subconsultant* form specified for agreement modifications for any DBE Subconsultant affected by the change. This form may be obtained from JTA’s Agreement Compliance Office.

**COMPLIANCE AND ENFORCEMENT**

As part of the agreement closeout procedures, the Prime Consultant shall provide the final accounting for DBE participation on the agreement. JTA may withhold payment of the Prime Consultant’s retainage pending compliance with this closeout requirement.
**SCHEDULE OF SUBCONSULTANTS/DBE UTILIZATION FORM**

**Consultant:**

**Description of Project:**

**Solicitation No.:**

**Contract No.:**

**Contract Date:**

As part of the procedures for the submission of Proposals, all Consultants are required to identify ALL participating SUBCONSULTANTS. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

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</tbody>
</table>

All **DBE** SUBCONSULTANTS must be certified as such by the Florida Uniform Certification Program (UCP). It is understood and agreed that, if awarded a Contract by the JTA, the Consultant will not make additions, deletions, or substitutions to this certified list without the consent of the JTA DBE Contract Compliance Manager or designee through the submittal of Request for Approval of Change to Original Certified List of SUBCONSULTANTS. It is understood that the JTA may audit any and/or all records of the Contract/vendor and conduct interviews of owners, principals, officers, employees and applicable Subconsultant/Consultant participating on the Contract. The JTA Contract Compliance Office reserves the right to ensure compliance with the JTA’s **DBE** program to include status reports and audit of submitted **DBE** information as deemed necessary.

**CONSULTANT’S CERTIFICATION**

The above information is true and complete, to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the JTA’s **DBE** Program) in support of the JTA’s **DBE**’s intent and objective may result in being considered non-responsive to the JTA’s requirements. The Contract Compliance Office reserves the right to recommend an audit on the submitted **DBE** information as deemed necessary.

**Name and Title:**

(Please print or type)  

**Signature:**

**Date:**

* As defined in 49 CFR Part 26
JACKSONVILLE TRANSPORTATION AUTHORITY

INTENT TO CONTRACT AS A SUBCONSULTANT

PROPOSAL/SOLICITATION NUMBER: _________________

Pursuant to DBE policy, businesses participating in the JTA’s DBE Program must be certified by the Florida Uniform Certification Program (UCP) prior to award of this contract. DBE certification of any business by the Florida UCP is effective for three (3) years from the date of written notification of certification.

1. Name of Prime Consultant____________________________________________________________
2. Address, City, State and Zip_________________________________________________________
3. Certified by which agency within the Florida UCP (for example JTA, FDOT) _____________________
4. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify “supply” or “install” or both):
   _______________________________________________________________________________
   _______________________________________________________________________________
   and at the following price $______________. With respect to the proposed subcontract described above,
   ____% of the dollar value of such subcontract will be sublet and/or awarded to non-DBE consultants.

   Name of DBE Firm __________________________ Address, City, State and Zip ____________________
   Telephone / / / 
   Signature of Owner, President or Authorized Agent __________________________ Printed Name of Signer __________________________ Date / / /

DECLARATION OF PRIME CONSULTANT

I HEREBY DECLARE AND AFFIRM that I am the __________________________ (Title Declarant)
and a duly authorized representative of __________________________ (Name of Prime Consultant)
to make this declaration and that I have personally reviewed the materials and facts set forth in this Intent to Perform form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the DBE business signed this form in the place indicated, and no material facts have been omitted.

Except as authorized by the JTA Contract Compliance Manager or his/her designee, the undersigned will enter into a formal agreement with the listed DBE business for work as indicated by this form after receipt of the contract executed by the JTA. The undersigned will, if requested, provide the JTA Contract Compliance Manager or his/her designee a copy of that agreement.

The Prime Consultant designated the following person as its DBE Liaison Officer:

________________________________________________________

Pursuant to State Law, any person (entity) who makes a false or fraudulent statement in connection with participation of a DBE in any locally funded project or otherwise violates applicable program requirements may be referred for prosecution.

Name of Declarant ____________________________________________

Signature ____________________________________________ Date / / /

117
# BIDDER’S LIST

The Prime Consultant shall provide information on ALL prospective Subconsultants who submit bids in support of this solicitation. Attach additional copies of the form as necessary.

<table>
<thead>
<tr>
<th>Project Description:</th>
<th>Contract Number:</th>
</tr>
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<tbody>
<tr>
<td>NAME OF PRIME CONSULTANT:</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF SUBCONSULT(S)</th>
<th>SCOPE OF WORK TO BE PERFORMED</th>
<th>CERTIFIED DBE FIRM? (Check all that apply)</th>
<th>PREVIOUS YEAR’S ANNUAL GROSS RECEIPTS</th>
<th>UTILIZING ON THIS RFP? (Please circle answer)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME: ________________</td>
<td>SCOPE OF WORK: __________________</td>
<td>YES: ____</td>
<td>__ Less than $500K</td>
<td>YES or NO</td>
</tr>
<tr>
<td>ADDRESS: ______________</td>
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<td></td>
<td>$500K-$2 mil</td>
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<td>___________________</td>
<td></td>
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<td>$2 mil - $5 mil</td>
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<tr>
<td>PHONE: _______________</td>
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<td>more than $5 mil.</td>
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<td>FAX: ________________</td>
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<tr>
<td>CONTACT PERSON: ______________</td>
<td>AGE OF FIRM: ______</td>
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<tr>
<td>___________________</td>
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</tr>
</tbody>
</table>

| NAME: ________________ | SCOPE OF WORK: __________________ | YES: ____ | __ Less than $500K | YES or NO |
| ADDRESS: ______________ | | | $500K-$2 mil | |
| ___________________ | | | $2 mil - $5 mil | |
| PHONE: _______________ | | | more than $5 mil. | |
| ___________________ | | | | |
| FAX: ________________ | | | | |
| ___________________ | | | | |
| CONTACT PERSON: ______________ | AGE OF FIRM: ______ | | | |
| ___________________ | | | | |

Name/Title of person completing this form: ____________________________
Signature: ____________________________ Date: ____________________________
APPENDIX

COPIES OF FTA REQUIRED CONTRACTOR CERTIFICATIONS

A-1 – Buy America Certification (Steel, Iron or Manufactured Products)........120
A-2 – Buy America Certification (Rolling Stock).........................................121
A-3 – Bus Testing Certification........................................................................122
A-4 – Pre-Award and Post Delivery Certification..............................................123
A-1 – Buy America Certification (Steel, Iron or Manufactured Products)

Buy America Certifications

Certification Requirement for Procurement of Steel, Iron, or Manufactured Products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date_____________________________________________________

Signature___________________________________________________

Title:________________________________________________________

Company Name____________________________________________

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date  _________________________________________________________

Signature  _____________________________________________________

Company Name  ________________________________________________

Title  _________________________________________________________
A-2 – Buy America Certification (Rolling Stock)

Buy America Certifications

Certification Requirement for Procurement of Buses, other Rolling Stock and Associated Equipment.


The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)© and the regulations at 49 CFR Part 661.

Date ______________________________________________________________
Signature ___________________________________________________________
Company Name _______________________________________________________
Title ________________________________________________________________

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)©

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)©, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date ______________________________________________________________
Signature ___________________________________________________________
Company Name _______________________________________________________
Title ________________________________________________________________
CERTIFICATION OF COMPLIANCE WITH FTA’S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323© and FTA’s implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation’s regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: ______________________________________________________

Signature: _________________________________________________

Company Name: __________________________________________

Title: ____________________________________________________
A-4 Pre-Award and Post Delivery Certification

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

Certificate of Compliance
The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)©, Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: _______________________________________________________

Signature: ___________________________________________________

Company Name: ______________________________________________

Title: ________________________________________________________

Certificate of Non-Compliance
The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)© and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: __________________________________________________________

Signature _______________________________________________________

Company Name _________________________________________________

Title __________________________________________________________

Title: 
(To be submitted with a RFP or offer exceeding the small purchase threshold for Federal assistance programs, currently set at $100,000.)