

**BID COVER****Procurement Division**

(352) 334-5021(main)

Issue Date: April 3, 2023

# REQUEST FOR PROPOSAL: #RTSX-240002-DS

## Mobility-On-Demand Software App (Rebid)

PRE-PROPOSAL MEETING: ☐ Non-Mandatory ☐ Mandatory ☒ N/A ☐ Includes Site Visit  
 DATE: TIME:  
 LOCATION:

QUESTION SUBMITTAL DUE DATE: **May 2, 2023**

*All meetings and submittal deadlines are Eastern Time (ET).*

**DUE DATE FOR UPLOADING PROPOSAL: May 22, 2023, 3:00pm**

**SUMMARY OF SCOPE OF WORK:**

Mobility-On-Demand software app solution for microtransit service to include scheduling, dispatching, and capability for system reservation for bus passenger services. App to be live and in service no later than January 1, 2024.

For questions relating to this solicitation, contact: [Daphne Sesco, Procurement Specialist 3, sescoda@gainesvillefl.gov](mailto:sescoda@gainesvillefl.gov)

Bidder is not in arrears to City upon any debt, fee, tax or contract: ☐ Bidder is NOT in arrears ☐ Bidder IS in arrears  
 Bidder is not a defaulter, as surety or otherwise, upon any obligation to City: ☐ Bidder is NOT in default ☐ Bidder IS in default

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar.com MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

**ADDENDA ACKNOWLEDGMENT:** Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # \_\_\_\_\_

Legal Name of Bidder: \_\_\_\_\_

DBA: \_\_\_\_\_

Authorized Representative Name/Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

☐ Proposal is in full compliance with the Specifications.

☐ Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**SIGNER'S PRINTED NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

*This page must be completed and uploaded to DemandStar.com with your Submittal.*

# PART 1 – REQUEST FOR PROPOSAL INFORMATION

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Thank you for your interest in working with the City of Gainesville.

Pertinent information and required documents regarding this bid as part of a responsive offer are listed below:

BID COVER.....	1
PART 1 – REQUEST FOR PROPOSAL INFORMATION .....	2
PART 2 – PROJECT OVERVIEW.....	5
PART 3 – PRICE PROPOSAL.....	11
PART 4 – HOW TO SUBMIT A PROPOSAL .....	12
PART 5 – EVALUATION PROCESS.....	15
PART 6 – SELECTION PROCESS .....	16
PART 7 – AWARD.....	17
PART 8 – GENERAL INFORMATION.....	18
PART 9 – SAMPLE CONTRACT .....	29
PART 10 – EXHIBITS .....	35
PART 11 – NO BID SURVEY .....	47

NOTE: The terms “bidder” and “proposer” are used interchangeably throughout this document.

## 1.1 DISTRIBUTION OF INFORMATION

The City posts and distributes information pertaining to its procurement solicitations on DemandStar ([www.demandstar.com](http://www.demandstar.com)). **The City has transitioned from accepting hard (paper) copy submittals to accepting submittals through “E-Bidding” on DemandStar.com.** In order to submit a bid response to this solicitation the bidder must be registered with DemandStar.

It is the responsibility of the vendor to monitor DemandStar. Properly registered vendors can expect to receive automatic notification of solicitations for bids and proposals, by participating purchasing entities. Bidder’s failure to retrieve available, required procurement information from DemandStar and include the appropriate documentation and information in solicitation responses may result in disqualification.

## 1.2 PRE-PROPOSAL MEETING/QUESTIONS/CLARIFICATIONS AND BID OPENING

If scheduled (refer to Bid Cover Page), attending a pre-proposal meeting is strongly recommended as the project’s scope of work, procedures, and specifications will be discussed at this time. It is the only time during the bid process that bidders may ask questions directly of the end user.

All questions that occur outside of the pre-proposal meeting must be submitted to Procurement only, and must be received by the date indicated on the Bid Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by email directed to the Procurement Specialist conducting the solicitation (refer to Bid Cover Page). All questions will be answered via Addendum which will be posted on DemandStar.com for vendor access. All addenda must be acknowledged by the bidder on the Bid Cover Page.

### **\*\*\*IMPORTANT NOTICE REGARDING BID OPENING\*\*\***

**For all bid openings occurring after July 31, 2022, except construction, online viewings will no longer be held. The City’s Bid Record document, listing bidder names, will continue to be posted for interested parties.**

**All meetings and submittal deadlines are Eastern Time (ET).**

### 1.3 RFP TIME TABLE

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

RFP available for distribution	April 3, 2023
Deadline for receipt of questions	May 2, 2023
Deadline for uploading of proposals	May 22, 2023 (3:00 p.m. local time)
Evaluation/Selection process	Week of May 29, 2023
Oral presentations, if conducted	TBD
Projected award date	July 2023

All dates are subject to change. Bidders will be notified via Addendum posted in [DemandStar.com](https://www.demandstar.com) in event of any schedule change.

### 1.4 PROHIBITION OF LOBBYING

To ensure fair consideration, consistent and accurate dissemination of information for all bidders, the City prohibits communication to or with any department, employee, or agent evaluating or considering proposals during the submission process, except as authorized by the Procurement Division representative. **Additionally, the City prohibits communication initiated by a bidder to any city official or employee evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made.** Any communication between bidder and the City required to obtain information or clarification for preparing a bid or to enable a proper, accurate evaluation of a proposal will be handled solely through the Procurement Division staff. **Any communications initiated between the bidder and the City outside these parameters may be grounds for disqualifying the offending bidder from consideration for award of the proposal and/or any future proposal.**

### 1.5 CONE OF SILENCE

During the Cone of Silence (formerly called Blackout period) as defined in the next paragraph, except as pursuant to an authorized appeal, no person may lobby (as defined in section 1.4) on behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The Cone of Silence is the period between the issue date of the RFP, which allows for immediate submittals to the City of Gainesville Procurement Division for the Request for Proposal and the time the City Officials and Employee awards the contract.

### 1.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS

The specific qualifications of bidders for this specific Request for Proposal are included in Part 3, 3.1, d) Qualifications. Bidder must also demonstrate that it is responsible as defined in the City of Gainesville's [Financial Services Procedures Manual](#), Section 41-522, as may be amended.

As a part of the proposal evaluation process, City reserves the right to conduct a background investigation of bidder, including a record check by the Gainesville Police Department if the qualifications require it. Bidder's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

No contract will be awarded to any proposer who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be not responsible by City pursuant to Section 41-522, [Financial Services Procedures Manual](#), following:

These criteria consider the bidder's capability to perform:

- The ability of the bidder to successfully carry out a proposed contract.
- Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.
- Current litigation pending between the bidder and the City.

- d) Bidder has paid all debts owed to the City.
- e) Bidder possesses all required licenses.

If it is determined that the bidder is not responsible, City will notify bidder of its finding, including evidence used, and allow bidder the opportunity to come into compliance within three (3) business days of notification.

Successful Bidder must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida (if required by law).

#### **1.7 RESPONSIVENESS OF PROPOSAL**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission (via upload to DemandStar.com), and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem the proposal non-responsive (see Section 41-444 of the [Financial Services Procedures Manual](#)).

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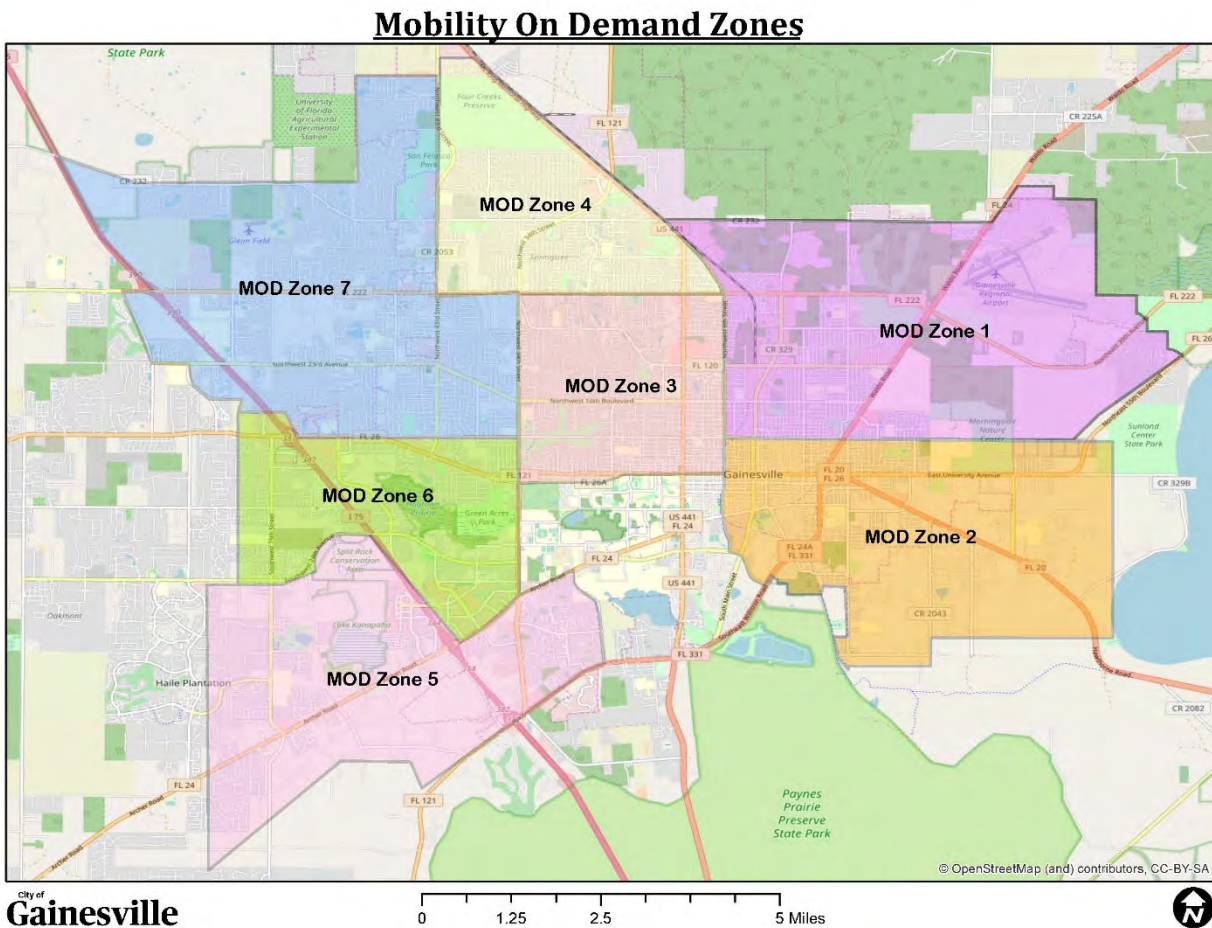
## PART 2 – PROJECT OVERVIEW

### 2.1 GENERAL DESCRIPTION

It is the intent of the City of Gainesville to obtain proposals for a Mobility-On-Demand Software App that will allow it to continue to improve the quality of the door-to-door, geo-fenced, and fare-free mobility on demand service.

### 2.2 PROJECT SPECIFICATIONS

The City of Gainesville (hereafter “City”) has been operating a fare-free microtransit mobility on demand (MOD) transit service since January 2019. The goal is to increase ridership by attracting new transit customers in areas not served by the existing fixed route service system. As a long term service program, the City’s Transit Development Plan has divided the service area of the Regional Transit System (RTS) into 7 (seven) MOD Zones. At present, only Zone 2 is being served and other zones will be implemented, as needed.



State data show that household income distribution in Gainesville is similar to that of Florida in the low-middle ranges between \$25,000 and \$99,000. However, at the low and high ends of the income spectrum Gainesville has far more households in the lowest income bracket and fewer in the high brackets. The preponderance of low income households in the RTS service area suggests that these are the same individuals most affected by the limited fixed route system because their ability to seek, keep and maintain a job is affected by quality public transit service - high frequency, affordable and safe. Consider that 11% of Gainesville households have no vehicles, 47% have only one vehicle and 31% have two vehicles. The lack of access to a personal vehicle increases the importance of public transit and the need for transit opportunities that would encourage these individuals and other people to consider the use of public transit to meet daily needs. With a service area of over 85 square miles and a population of over 200,000, the 46 bus routes need to be supplemented with microtransit vans to improve service delivery. In the past year RTS had 99 vehicles available for peak or maximum service. The gradual implementation of microtransit MOD service is part of a reimagined service network that responds to the needs of every (potential) customer and it includes new services, services that reduce transit wait and travel times, improve regional connectivity, and provides vehicles and transit amenities to attract new customers. As the Gainesville area’s population increases and more developments are completed, RTS



should be positioned to take advantage of new riders that occupy high-density housing and those who have developed shopping and work habits that are transit-oriented.

## **2.3 OBJECTIVE**

The City of Gainesville is seeking proposals that will allow it to continue to improve the quality of the door-to-door, geo-fenced, and fare-free mobility on demand service. The service is currently available only in east Gainesville's Zone 2. It is operated with city-owned ADA-compatible vehicles and by City bus operators. It is probable that the service parameters could be modified, as the service expands to other parts of the City, to consider other features of a mobility on demand microtransit service such as curb-to-curb service, the use of virtual and/or fixed stops or other customer pickup/drop off locations such as transfer stations, and fare payment; therefore, the customization of the selected microtransit app is an important feature of this request for proposal. However, the service will continue to be operated with City equipment and drivers.

Based on RTS experience, other features of an acceptable app(lication) are a customer-facing on-line site portion of the app to allow customers to plan, query and book (and potentially pay for a trip), and execute point-to-point trips using a free, downloadable smartphone app, desktop internet browser, and phone line; a driver-facing app that allows RTS microtransit bus operators to access trip information, navigation, and manage rides in a responsible and defensible manner. The back-office on-line site portion of the app will also allow RTS Operations Department (back-office administration) to dispatch, monitor and manage operations as well as allow RTS to collect data and produce planning and management reports. It will also allow RTS to make changes such as expand zone boundaries or modify minimum distance for which a trip could be booked on the system. For equity, the technology will also allow customers to book a ride by using a phone line. Software functionality must have flexibility to scale up or down in response to real-time changes in demand as well as usage trends over time to make the service responsive. RTS will continue to provide drivers; vehicles (ADA-accessible 10-12 seater vans or cutaways); and, needed equipment, which includes tablets and computer software, and marketing to operate the service in collaboration with the vendor or app provider. Vendor app shall have capability to interface with relevant RTS operating software(s).

## **2.4 PROJECT SPECIFICATIONS**

The preferred software solution for RTS MOD microtransit service operation shall include scheduling, dispatching, and capability for system reservation for bus passenger services. Vendors are required to identify which of the following specifications they can meet:

### **2.4.1 Back Office Administrator Dashboard (browser-based)**

The administrator dashboard is a back-end system that enables fully automated scheduling, reserving, dispatching, and all categories and sub-categories within the Technology Specifications section of this RFP.

This includes but not limited to:

- Dynamic algorithms to optimize vehicle routing, efficiently match drivers and passengers, and facilitate pick-up and drop-off.
- Ability to calculate distance between customer's origin and selected destination and to refuse trips which exceed customizable minimum and maximum distance parameters.
- Ability to manage number of allowable trips from same customer/phone number within a defined time such as within 30 minutes of last completed or cancelled trip.
- Manual methods for rejecting or redirecting ride requests.
- Ability to do keyboard search queries by name, phone number, and email address.
- Ability to efficiently add passenger(s) to a route in progress.
- Ability to add/remove/expand geo-fence boundaries.
- Ability to add and edit service areas and service hours.
- Dispatch booking capabilities for users without smartphones or web access.
- Trip Requests – rider's name, trip request time, pick-up and drop-off times and locations, number of passenger(s), and seat type(s) selected.
- Allow multiple users on one account and permit user/account information update.
- Configure service parameters, including but not limited to ability to add vehicles and vehicle capacities/parameters, such as maximum wait time, maximum in-vehicle time, etc.
- For ride requests with a pick-up or drop-off at a non-transit hub location, such as a school or hospital, the app automatically aligns pick-up and drop-off times to match a configurable schedule, such as school or business open/close times.
- Assign rides by vehicle and location destination.
- Real time monitoring and analytics for all service operation and vehicles.

- Ability to add a minimum of 7 service geographic areas using 2-3 vehicles each.
- Ability to designate roles and permissions.
- Configurable Agency settings.
- Generate configurable promotional codes

#### 2.4.2 **Back Office Dispatcher-Facing Dashboard (browser-based)**

- Ability and ease to sign into account.
- Dispatch booking capabilities for users without smartphones or web access.
- Ability to log drivers in
- View in-progress rides.
- Ability to approve or deny ride requests based on predetermined parameters such as, but not limited to, group size, location, number of passenger no-shows.
- Ability to add, edit or cancel rides in the system.
- Ability to add/modify driver break and lunch periods.
- Ability to view services by service area geo-fence and generate reports by service area geo-fence.
- Ability to pan and zoom the map by geo-fence and to view entire route on a map.
- Dispatcher portal shows pre-scheduled rides assigned to specific vehicle manifests immediately upon ride booking.
- Add out-of-zone addresses riders can choose from.
- Add or remove roads and locations that are not travelable.
- Ability to set a method to deny trips when demand outnumbers available resources.
- Configurable real-time dispatcher display screen.
- View and export reporting suite.
- View recent ride history by type.
- Dashboard for analysis of service operations and vehicles available.
- Real-time analytics to alert dispatchers of demand surges and long wait times.

#### 2.4.3 **Passenger-Facing Features of the App**

Passenger booking web-based portal and a consumer-facing smartphone application (iOS and Android) that have the following functionalities:

- Application must be available for free download on the Apple App Store and Google Play store.
- Application must be device agnostic and accessible to all current browsers.
- Allow users to search for and book rides for self and others using same phone number – multiple users on same number.
- Ability for users to book multiple trips (outside of a defined time window and within the allowable O-D trip distance), recurring rides, and pre-schedule rides up to a customizable number of days in advance.
- Rider booking capabilities for users without smartphones or web access.
- Allow riders without smartphones or web access to receive trip alerts.
- Present a 15-minute pick-up and drop-off window (or less) information for pre-scheduled trip requests for rider's acceptance before confirming the booking.
- Trip time – ability to track ride's estimated wait time, arrival, and vehicle in real-time. App must allow customer to cancel ride if times provided not convenient for rider.
- Ability to request MOD vehicle and seat type.
- Ability to enter place names (i.e. library, school, store or services) as well as addresses. Places and addresses will have autocomplete capability.
- Ability to notify user of invalid rider request (exceeded number of trips within a defined time window, rides within non-allowable O-D trip length, out of service area, service hours, or non-serviceable locations).
- Ability to identify number of passengers traveling.
- Ability to receive trip updates through the app or via SMS/email.
- Depict real-time vehicle locator map, including fixed route operations.
- Ability to view trip history and details.
- Ability for user to contact customer service and/or dispatch (i.e. email, text, call).
- System assigns passenger bookings (including pre-scheduled rides) to a driver manifest immediately upon booking.
- System automatically updates and optimizes vehicle manifests when there are real-time cancellations, no-shows,

- a vehicle goes out of service, or vehicle is behind schedule.
- RTS or Agency-branded consumer facing smartphone application that disallows advertisements. RTS-generated information is exempt.
- App available in multiple languages such as Spanish.
- App effectively interfaces with Braille technology.
- App has ability to increase font size.
- Ride star rating system with ability for customer comments.
- Account Recovery - account management such as password/user name recovery.

#### 2.4.4 **Driver-facing features of the App**

Shall be a web-based portal (IOS required and Android optional) that interfaces with all web browsers and has the following functionalities:

- Driver Itineraries - driver name, start time of itinerary, timestamp of each pick-up/drop-off, location of each pick-up/drop-off.
- Ability to send trip arrival alert to rider through the app or via SMS/email.
- Driver Shift Actions - driver name, shift start time, shift end time, timestamp of an Offline action, timestamp of an online action, timestamp of accepting/rejecting a trip request.
- Ability for driver to pause app without redirecting rides to another vehicle.
- Ability for driver sign-on to account.
- Ability for driver to accept ride requests from Dispatch and override service sequence and maintain app functionality.
- Ability for driver to contact passenger if they cannot find them at designated pick-up location via anonymized phone number(s).
- Ability to receive Dispatcher notes on specific trips/customers.
- Turn by turn audio and visual (on screen) directions.
- Ability to log pick-ups and drop-offs.
- Ability to see disabilities indicated by rider (in their account) so they can provide appropriate level of service.
- Ability to log no-shows.
- Ability to add trip comments by driver to promote service improvement.
- Ability to pan and zoom the map and view the entire route on the map.

#### 2.4.5 **Data Collecting and Reporting Requirements**

Provide an online dashboard for reporting real-time data on riders, vehicles, drivers, and service performance/Key Performance Indicators (KPIs). (Note: where applicable, data should conform to National Transit Database (NTD) metric and reporting standards, as well as have the ability to be exported in a CSV format.) Data and reporting should capture, store, and report at a minimum:

- Passenger trip data – total completed trips, total riders, by type of rider, by revenue hour, by trip, by source (call-in, app), origin and destination both of which must be tagged by postal code.
- Travel times – wait time, ride duration, on-time percentage, and late percentage.
- A method for collecting on-time performance relative to planned drop-off times and estimated pick-up times.
- Trips Booked – rider name, rider name, trip request time, planned pick-up and drop-off times and locations, actual pick-up and drop-off times and locations, number of passenger(s), seat type(s) selected, ride status (including but not limited to completed, no-show, canceled by rider, canceled by system, and view errors that turned down the trip request).
- Dispatch response time, missed calls.
- Revenue Hours - Fields must include at a minimum for each hour: number of online minutes, number of trip acceptances, number of trip rejections, and number of minutes deadheading, number of minutes with passengers on board.
- Reporting by geo-fence, with ability to add, alter, or remove geo-fenced zones with history.
- Reporting data inquiries within route number, date and time ranges.
- Vehicle performance and reliability.
- Total vehicle hours.
- Trip and driver comments.
- Driver hours.



- Aggregate reports (e.g. daily and annual totals) must include breakdown reports, including at a minimum, breakdowns by vehicle and day so that total figures can be traced by an auditor to source data, including chronological vehicle manifests of pull-outs from garage, first pick-up, all pick-up/drop-off times and locations, all operator break and/or refueling begin and end times and locations, last drop-off time/location, pull-in garage, and any additional deadhead activity.
- Reports including but not limited to revenue vehicle hours, must be tagged and allow breakdowns by service zone.
- All statistics above are available on individual trip basis in an agency-facing dashboard with maps and Graphical User Interface (GUI). At a minimum, the dashboard should include views for: all booked trips, including origin/destination mapping capabilities, all driver shifts, all KPI statistics, vehicle & driver management, and shift management.
- Generate an NTD-standard report for upload to the Federal Transit Agency system.
- RTS/City of Gainesville must be able to own and access all data, including rider data, during and post-contract.
- Proposal should clearly indicate any manual data input that will be required to capture sufficient data for reporting purposes, as well as how mileage and location data will be captured.
- Reportable data on pilot KPIs, including ridership, virtual stop usage and frequency, reservations, cancellations, promotional codes, trip ratings, driver ratings, comments, and customer service requests, riders per hour by individual geo-fence and system-wide.

**The following constitute future capabilities**

- Daily Reports of Key Performance Indicators are delivered by email to project stakeholders.
- Virtual stop usage and frequency.
- Number and percentage of trip transfers to and from fixed route.
- Driver and trip rating, number of passengers, and seat types selected.
- Number and success of marketing events – audience reached.
- Promotional or referral code usage and frequency.
- A concierge interface for hotels, restaurants, non-profit organizations, or employers to book a trip on behalf of a customer via web interface.
- GTFS (General Transit Feed Specification): Ability to consume the GTFS to provide additional information to the public.
- System should have an open API that is capable of integrating with trip planning and mobile ticketing apps (e.g. Kontron) that allows customers to plan a trip and pay for a trip on the service without using the provider's app. Native integration is preferred.
- Identify which app platforms the system currently integrates with and if it is a deep link or native integration solution in the proposal.

**2.4.6 Technical Support, Software Upgrades and Releases**

- Provide a licensed software/technology platform that supports demand-responsive routing and dispatch of vehicles.
- Provide upgrades and new features to software generally made available to other licensees for no additional charge.
- Support Services must be provided via phone and email and must be available during RTS operating hours.
- Provide prior notice in a timely manner to RTS when the software will be unavailable for any reason, such as system maintenance, and coordinate a date/time that is outside of regular RTS operating hours.
- Software Security and User Privacy: Ensure privacy and security of all data maintained as part of the service.

**2.4.7 Privacy Requirements and Software Security**

The software shall meet the following security and privacy requirements:

- The passenger and driver apps are 'stateless' and do not store confidential passenger data on the local device.
- All data is stored securely in the cloud (Amazon Web Services – 'AWS') or approved equal. All data stored securely in the cloud utilizing infrastructure that is designed and managed for maximum uptime and availability and in full compliance with IT security best practices and standards.

- The passenger and driver apps communicate securely with the cloud-based platform using RESTful APIs<sup>1</sup>.
- Data is encrypted in transit using standard HTTPS, using a TLS wildcard certificate.
- All public facing web servers have been hardened using industry best practices, including updating servers according to latest security bulletins. External tools are used to verify the integrity of the TLS certificates and how they are applied to the servers.
- Internal networks are shielded by AWS security groups which define allowable ports and IP addresses for internal services.
- APIs are all secured using token authentication using City of Gainesville identity management system. Tokens are only valid for one user and can only be acquired by successfully authenticating against our authentication API. For certain API calls, throttling exists to prevent against DOS type attacks.
- Maintain a 99%+ uptime performance record and service level guarantee.
- Daily backups of production databases are taken and housed against an AWS S3 bucket for disaster recovery.
- The mobile applications and operations dashboards include their own terms of service to end users that include provisions relating to data privacy, confidentiality, and intellectual property rights.
- In the future and when necessary, Software shall not store any payment card or billing information on our servers.

#### 2.4.8 Transfer of Data at Contract Termination or Expiration

Provide all services necessary to transfer administration of RTS' demand transportation program to the City of Gainesville/RTS or its designee at the expiration or termination of this Contract and no additional compensation will be allowed for such transfer services. For the purpose of this Section, "information" includes all information and/or data (hereinafter "data") stored and/or processed by successful vendor that is related to rider's data/account, without regard to the type of device or media that is used to store such data, that is within successful vendor's or successful vendor's sub vendor(s) to store and process such data. Upon termination or expiration of this Contract or upon RTS' written request at any time during the term hereof, successful proposer or contractor must provide such data to the Agency's designate using the same type of storage device as was used by successful proposer to store such data or any other storage device that stores the data in any manner that can be readily accessed and processed by RTS using a computer similar to the one that was used by successful proposer or successful sub-contractor(s) to store and process such data.

#### 2.4.9 Import of Existing Data

Successful proposer must import the existing data from the current RTS system for the continuity of the operation including specialized client identification (ID) customer database, operator information and schedule information/GTFS feed.

During the registration process individuals are providing information that is considered personal information, therefore the successful proposer must comply with City's *Minimum Technical Requirements* (tab-4) on the **Vendor Technology Questionnaire** (Appendix A) by providing technical knowledge and support to Agency staff. The **Vendor Technology Questionnaire** is intended to identify and resolve privacy risks throughout the design or redesign of a technology, system, program or service.

#### 2.4.10 Training and Support

The software Provider shall provide training to RTS administrator, operators, dispatchers, and customer service representatives on how to use the software. This shall include any customer-facing and operations-facing applications, software, dashboards, or other related tools.

The Provider shall provide up to four (4) two-hour training sessions prior to service launch and on an as-needed basis, as requested by RTS. The training shall be administered virtually or in-person, as requested by RTS.

<sup>1</sup> A RESTful API is an architectural style for an application program interface (API) that uses HTTP requests to access and use data. That data can be used to GET, PUT, POST and DELETE data types, which refers to the reading, updating, creating and deleting of operations concerning resources control.

## PART 3 – PRICE PROPOSAL

### 3.1 Price Proposal

Firm, all-inclusive price proposal that includes full implementation/set-up and first year maintenance and support, software documentation, and training, including any and all updates that may be required in accordance with specifications. Provide firm maintenance and support pricing for years 2-3 and for the optional two 1-year extensions periods, including any and all updates that may be required.

All-Inclusive Implementation/Set-Up, Year 1 Maintenance and Support, etc.	
\$	
Maintenance and Support, updates, etc. costs for Years 2-3 and Optional Extension Year 4 and Year 5	
Year 2	\$
Year 3	\$
Optional Extension Year 4	\$
Optional Extension Year 5	\$

**NOTE:** If travel is involved in the execution of an awarded contract for this solicitation, should any air travel be required the City's travel policy allows for Coach air travel only. All other travel will be billed in accordance with the Federal General Services Administration rates which can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only -no mark-up. Evidence of these expenditures will be submitted when invoicing the City. Travel and administrative costs should be identified in the Price Proposal.

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## PART 4 – HOW TO SUBMIT A PROPOSAL

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**Instructions to bidders:** Proposals must contain each of the documents listed below; each fully completed and signed, as required. Required signatures for proposal forms may be applied using electronic signature software (i.e., DocuSign, Adobe Sign, etc.). Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

### 4.1 FORMAT OF PROPOSAL

#### a) Table of Contents

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

#### b) Technical Proposals

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

#### c) Price Proposal

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

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

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

#### d) Qualifications

The response to the minimum qualification requirements should address each of the qualifications set out in the section below. Bidders must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Bidders who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be further considered. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, bidders must use said format and supply said documentation.

- Proposer must have 3 years or more of experience in developing and administering MOD Apps

### 4.2 CONTENT OF PROPOSAL

#### Required Documents:

The following documents are required to be included in the bidder's submission:

- RFP Cover Page
- Address each Minimum Qualification
- Provide a Statement of all Qualifications that will communicate the capabilities of the proposer to successfully complete the project
- Pricing Proposal
- Drug-Free Workplace Form
- Bidder Verification Form
- References Form
- Bidder's W-9
- Copy of any applicable, current licenses and/or certification required by City/County/State
- Exceptions to the RFP (refer to Part 4, 4.5 Exception to the RFP)

### 4.3 PROPOSAL SUBMISSION INSTRUCTIONS

**The bid response, containing all required documents, with authorized signatures, must be received by 3:00 p.m. on the due date indicated on the Bid Cover Page for this project.** The bidder's complete pdf response must be uploaded into DemandStar.com prior to the 3:00 p.m. deadline. This platform will not accept late submittals.

Upload bid response as a pdf formatted document only, unless the solicitation states otherwise. The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

On occasion, the City will request proposals present pricing separately from the main proposal. If separate pricing is requested, upload a separate document that indicates Pricing as its content.

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the City. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the City adequate time to award the Contract for the services specified in this solicitation.

Both the response and the price proposal, if required to be submitted as a separate document, must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach a corporate resolution granting authorization to the representative to execute on behalf of the business.

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

#### **4.4 DISCLOSURE AND CONFIDENTIALITY**

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- (i) Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that bidder claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, bidder shall:
  - a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted as outlined in 1 and 2 on the following page. Bidder shall take care to redact only the confidential and exempt information within a record.
  - b. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.
- (ii) Request for Trade Secret or Otherwise Confidential and Exempt Information.
  - a. In the event City receives a public records request for a record with information labeled by bidder as Trade Secret or otherwise as confidential and exempt, City will provide the public record requester with the redacted copy of the record and will notify bidder of the public records request.
  - b. However and notwithstanding the above, in the event that City in its sole discretion finds no basis for bidder's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify bidder in writing of such conclusion and provide bidder a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If bidder fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
  - c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by bidder as Trade Secret or otherwise as confidential and exempt, CITY shall notify bidder and bidder shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
  - d. Bidder hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with bidder's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

#### How to Designate Trade Secret or Otherwise Confidential and Exempt Information

If a bidder believes that its response contains trade secret or otherwise confidential and exempt information (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must provide a redacted copy of the proposal for public access.

- Redacted means that the confidential/proprietary information in the proposal has been obscured so that it cannot be read.
  - Unredacted means that the entire document, including the confidential/proprietary information, has not be obscured and is visible for the evaluation team to use in their evaluation process.
1. Upload a pdf version response of the complete UNREDACTED proposal. Include “UNREDACTED, CONFIDENTIAL” in document title. This is the version that will be used by the evaluators when they are reviewing your proposal. It is essential that the items that will be redacted are highlighted in yellow to prevent the evaluation team from discussing these items after the award. The first page of the document for the **unredacted** document should provide a general description of the information bidder has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.
  2. Upload a pdf version response of the REDACTED copy of the proposal. Include “REDACTED” in the document title. This copy will be used to support any public records requests that may arise from this solicitation.

#### How the City will Handle Material Identified as Trade Secret or Otherwise Confidential and Exempt Information

The City’s evaluators will be provided with the complete unredacted proposal, including any trade secret or otherwise confidential and exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which bidder claims is confidential and/or exempt, the City will notify the bidder and give the bidder a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a bidder at the conclusion of the bidding process.

#### **4.5 EXCEPTION TO THE RFP**

Bidders may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a bidder take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the bidder must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

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

#### **4.6 ONLY ONE BID**

Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any bidder has a financial interest in more than one submission under this bid, all bids in which such bidder has a financial interest will be rejected. A subcontractor is permitted to appear in more than one submittal for the same bid, as long as the subcontractor is not a lead bidder in any of the submittals. The City considers a financial interest to include, but not be limited, to joint ventures and, partnerships.

#### **4.7 FULLY INFORMED BIDDER**

A bidder is expected to fully inform itself as to the requirements of the Specifications and Contract terms and conditions; failure to do so will be at its own risk. A bidder shall not expect to secure relief on the plea of error.



## PART 5 – EVALUATION PROCESS

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### 5.1 EVALUATION CRITERIA

#### a) Selection and Evaluation Criteria

Proposals will be evaluated using the procedures described in the City's, [Professional Services Evaluation Handbook](#) as a general guide only. The criteria listed below (in decreasing order of relative importance) will be used in place of those set forth in the handbook under Technical Qualifications and Written Proposal Evaluation. Use of Demo or Presentation Evaluation and Other Factors may be used if deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

Criteria:

- 1) Ability of Professional Personnel
- 2) Capability to Meet Time and Budget Requirements
- 3) Understanding of Project Scope
- 4) Project Approach
- 5) Price
- 6) Project Manager
- 7) Project Team
- 8) Project Schedule
- 9) Project Organization

#### b) Demo or Presentation

A Demo or Presentation Evaluation may occur, if needed, for short-listed proposers.

#### c) Other Factors

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as Disadvantaged Business Entity use, if available.

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## **PART 6 – SELECTION PROCESS**

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The proposer(s) will be selected from qualified, responsive and responsible proposers to this Request for Proposal. The selection process will be as follows:

1. Evaluators consisting of staff, including grantor staff if applicable, will review and score the proposals.
2. The City will make the award to the responsive and responsible proposer whose proposal is most advantageous to the City with price and other factors considered.
3. All proposals are evaluated to determine those that fall into the competitive range (those proposals that have a reasonable chance of being selected for award).
4. Oral demos or presentations may be conducted with all proposers determined to be in the competitive range. This separate score will be added to the other scores. These presentations shall be made at no cost to the City. Proposers selected for oral demos or presentations (either in-person or via an on-line conferencing platform) should provide one (1) electronic copy of materials presented in PDF format, if possible. Oral demos or presentations are recorded.
5. Clarifications/discussions may be held to discuss any deficiencies in a proposer's submittal and to ensure that the proposer fully understands all the requirements of this RFP. In the course of such discussions, the City may request revised proposals or, if discussions are complete, Best and Final Offers (BAFO). The City's BAFO would be in writing and based on all clarifications to the proposed Score of Work included in discussion. Response submittals will reflect the proposer's final proposal, including cost/price changes. Any additional costs associated either with clarifications/discussions or completion/submission of revised proposals and/or BAFO submittals are to be at no cost to the City.
6. Best and Final offers, if requested, will be evaluated as an adjustment to the scores already awarded by the evaluation committee on their original proposal response. If a proposer does not submit a BAFO, then its' immediate previous offer will be considered as its' BAFO. The highest ranking proposer based up the adjusted scores may be presented to the City Commission, if so required, for approval and authorization to execute a contract.

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## **PART 7 – AWARD**

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### **7.1 TIE BIDS**

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; and (2) coin toss.

### **7.2 DRUG-FREE WORKPLACE**

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

### **7.3 CONTRACT TERMS AND CONDITIONS**

The City may award a contract on the basis of initial offers received, without discussions. A sample contract is attached to the bid. Therefore, each initial offer should contain the bidder's best terms from a cost or price and technical standpoint and any changes to the sample contract.

The City reserves the right to enter into contract negotiations with the selected bidder regarding the terms and conditions of the contract and technical terms. Price will not be negotiated. If the City and the selected bidder cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected bidder. This process will continue until a contract has been executed or all bidders have been rejected. No bidder shall have any rights against the City arising from such negotiations.

### **7.4 CONTRACT AWARD**

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

### **7.5 CONTRACT**

The Contract to be entered into will designate the successful bidder as the City's Contractor. The terms and conditions in the Sample Contract, Part 9, shall be applicable and binding. The successful bidder will be required to execute an agreement with the City in substantially the same format as found in Part 9.

### **7.6 BID PROTEST**

Participants in this solicitation may protest the RFP specifications or award in accordance with Section 41-580 of the [Financial Services Procedures Manual](#).

### **7.7 RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP. See Section 41-444 [Financial Services Procedures Manual](#).

## PART 8 – GENERAL INFORMATION

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### 8.1 REIMBURSABLES

If travel is involved in the execution of an awarded contract for this solicitation, should any air travel be required the City's travel policy allows for Coach air travel only. All other travel will be billed in accordance with the Federal General Services Administration rates which can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only -no mark-up. Evidence of these expenditures will be submitted when invoicing the City. Travel and administrative costs should be identified in the Price Proposal.

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### 8.3 INTENTIONALLY LEFT BLANK

### 8.4 LIVING WAGE REQUIREMENTS

Living Wage requirements, Ordinance 020663, as amended in Ordinance 030168, and in [Ordinance 180999](#), and as shown on the City's web page, applies to contracts solicited by the City after midnight on March 31, 2021.

Section 2-619. – Living Wage Requirements.

- (a) The following are requirements of each service contractor/subcontractor:
- (1) A service contract or/subcontractor shall pay a living wage to each of its covered employees during the time they are providing the covered services.
  - (2) A copy of the living wage rate shall be posted by the service contractor/subcontractor in a prominent place where it can easily be seen by the covered employees and shall be supplied to any covered employee upon request.
  - (3) Each service contractor shall make all of its service subcontractors aware of the requirements of this division and shall include the contract provisions listed in the **Sample Contract** under the *Living Wage* paragraph in each of its service subcontracts to ensure compliance with this article. The city shall not be deemed a necessary or indispensable party in any litigation between the service contractor and a subcontractor.
  - (4) A service contractor/subcontractor shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage under this division. A covered employee who claims their employer has not paid them a living wage as required by this division may file a written complaint with the city.
  - (5) Each service contractor/subcontractor shall produce payroll records, and any other requested documentation to the city as necessary for the city to audit or investigate compliance with or a reported violation of this division.

The adjusted Living Wage for this contract will be \$15.00 per hour (Living Wage with Health Benefits) or \$17.25 per hour if Health Benefits are not offered. The living wage for this contract will increase annually on the anniversary date of the contract at the City's prevailing living wage rate, which is updated October 1 each year.

### 8.5 TAXES, CHARGES AND FEES

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

### 8.6 COSTS INCURRED BY BIDDERS

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

## **8.7 RULES; REGULATIONS; LICENSING REQUIREMENT**

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

## **8.8 RECORDS/AUDIT**

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

## **8.9 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED**

By submitting this proposal, bidder agrees that it:

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it 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;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
- Has 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.

## **8.10 PUBLIC ENTITY CRIME INFORMATION STATEMENT**

Section 287.133 (2)(a), Florida Statutes, contains the following provisions: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

## **8.11 INTENTIONALLY LEFT BLANK**

## **8.12 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT**

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

For more information on this policy and requirement, please visit the [Office of Equity and Inclusion](#).

### 8.13 USE OF RFP REPLY IDEAS

The City has the right to use any or all information presented in any response to the RFP, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

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### 8.15 INTERNATIONAL PROPOSER REQUIREMENTS

The City is unable to send ACH payments to international banks. Therefore, ACH payments will only be made to U.S.A. banks. Additionally, the international company must be from a country that has a tax treaty with the U.S.A. International proposers must agree to these requirements and provide proof of same should they receive an award recommendation.

### 8.16 FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

***Statement of Financial Assistance:*** This purchase is funded in whole or in part by the U.S. Department of Transportation, Federal Transit Administration. The following requirements are applicable for this purchase:

#### A. No Government Obligation to Third Parties

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

#### B. Program Fraud and False or Fraudulent Statements and Related Acts

*Refer to 49 U.S.C. § 5323(l)(1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, and 49 C.F.R. part 31.*

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 contractor’s actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

#### C. Access to Records and Reports

*Refer to 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, and 49 C.F.R. part 633.*

1. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-contracts, leases, subcontracts, arrangements, other third party contracts of any type, and supporting materials related to those records.
2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this contract for a period



of at not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

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

D. Federal Changes

*Refer to 49 C.F.R. part 18*

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

E. Civil Right Laws and Regulations

*Refer to 49 U.S.C. § 5332, 49 U.S.C. Chapter 53, 42 U.S.C. § 2000e, Executive Order No. 11246, 20 U.S.C. § 1681 et seq., 49 C.F.R. part 25, 42 U.S.C. § 6101 et seq., 45 C.F.R. part 90, 29 U.S.C. 42 U.S.C. § 621 et seq., 29 C.F.R. part 1625, and 42 U.S.C. § 12101 et. Seq.*

The following Federal Civil Rights laws and regulations apply to all contracts.

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
  - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
  - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

## **Civil Rights and Equal Opportunity**

The City is an Equal Opportunity Employer. As such, City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

F. Equal Employment Opportunity

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an

investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

G. Disadvantaged Business Enterprise (DBE)

*Refer to 49 C.F.R. part 26.*

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

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment City makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

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

### DBE Participation Goal

The agency's overall goal for DBE participation for the period October 1, 2022 through September 30, 2025 is 4.8%. **The City has not set a specific goal for this project.** Good Faith Efforts are encouraged, if possible.

#### H. Energy Conservation

*Refer to 42 U.S.C. 6321 et seq., and 49 C.F.R. part 622, subpart C.*

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

#### I. Americans with Disabilities Act

*Refer to 49 C.F.R. part 37 and 49 C.F.R. part 38.*

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

#### J. Privacy Acts

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.

#### K. Safe Operation of Motor Vehicles

*Refer to 23 U.S.C. part 402, Executive Order No. 13043, Executive Order No. 13513, and U.S. DOT Order No. 3902.10.*

### Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City.

### Distracted Driving

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

#### L. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within 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, 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 contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

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

#### M. Termination - *If this solicitation is valued in excess of \$10,000*

*Refer to 2 C.F.R. § 200.339 and 2 C.F.R. part 200, Appendix II (B). The following is the City's language from the Sample Contract.*

1. If the Contractor fails to observe or perform in accordance with the Contract Document (a “Default”), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City’s intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.
2. This Contract may be terminated by the City, without cause, upon thirty (30) days written notice to the Contractor. In the event this Contract is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

O. **Government Wide Debarment and Suspension** - *If this solicitation is valued at \$25,000 or more*

*Refer to 2 C.F.R. part 180, 2 C.F.R. part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I), Executive Orders 12549 and 12689.*

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

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or City to be:

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

By signing and submitting this bid, the Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions and review the SAM (<https://www.sam.gov>), if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

P. **Violation and Breach of Contract** - *If this solicitation exceeds \$150,000*

*Refer to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (A).*

**Rights and Remedies of the City**

City shall have the following rights in the event that City deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as City for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include.

### **Rights and Remedies of Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this contract, which may be committed by City, the Contractor expressly agrees that no default, act or omission of City shall constitute a material breach of this contract, entitling Contractor to cancel or rescind the contract (unless City directs Contractor to do so) or to suspend or abandon performance.

### **Remedies**

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the City will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before City takes action contemplated herein, City will provide the Contractor with sixty (60) days written notice that the City considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

### **Disputes**

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

**Q. Lobbying Restrictions - *If this solicitation is for \$100,000 or more.***

*Refer to 31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200, Appendix II (J), and 49 C.F.R. part 20.*

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

**R. Clean Air Act and Federal Water Pollution Control Act - *If this solicitation exceeds \$150,000 in any year.***

*Refer to 42 U.S.C. §§ 7401-7671q, 33 U.S.C. §§ 1251-1387, and 2 C.F.R. part 200, Appendix II (G).*

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency.

#### **Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to City and understands and agrees that City, in turn, report each violation as required to assure notification to City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### **Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.



2. The contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).
5. It will include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

S. E-Verify Requirement

The Contractor shall (1) utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

T. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

U. Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, City must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which City is located. The Contractor is required to include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
3. City must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which City is located, if City has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between City and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of City. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of City.

V. Prompt Payment

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

to this contract is satisfactorily completed.

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

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## PART 9 – SAMPLE CONTRACT

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**THIS CONTRACT** (“Contract”), entered into on the \_\_\_\_ day of \_\_\_\_\_, 2023 between the CITY OF GAINESVILLE, a Florida municipal corporation, (“City”), and \_\_\_\_\_, (“Contractor”), , taken together, shall be known as “Parties”.

**WHEREAS**, the City desires a Mobility-On-Demand Software App.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

### 1. EFFECTIVE DATE AND TERM OF CONTRACT.

The term of the Contract shall be effective upon execution and shall continue for three (3) years from date app is live and in service (no later than January 1, 2024). The Contract may be extended, upon mutual agreement of the Parties, for two 1-year extension periods.

### 2. SCOPE OF SERVICES.

Mobility-On-Demand software app solution for microtransit service, as more specifically described in the Specifications.

### 3. CONTRACT DOCUMENTS.

A. The Contract consists of the following documents, whether attached to this Contract or incorporated by reference (collectively the ‘Contract Documents’):

- i. Contract;
- ii. Addenda to Bid Documents (*attach and identify by title, number and date*);
- iii. Bid Documents (*attach and identify by title, number and date*); and
- iv. Contractor’s response to Bid documents (*attach and identify by title, number and date*).

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

### 5. TIME FOR PERFORMANCE

Time is of the essence, and all work up to and including Training, Go Live, and System Acceptance shall be completed by no later than January 1, 2024.

### 5. COMPENSATION/PAYMENT.

City will pay Contractor xxxx (\$xxx) for the faithful performance of the contract. City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et. seq. Florida Statutes. Contractor will be paid electronically as an electronic funds transfer (EFT).

### 6. INDEMNIFICATION.

Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability, expenses, losses and costs, including, but not limited to reasonable attorney’s fees in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor.

## 7. ANTI-DISCRIMINATION.

CONTRACTOR shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. CONTRACTOR understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

## 8. INSURANCE. (Check with risk for amount if Professional Liability is applicable)

A. During the term of this Contract, Contractor shall maintain insurance as follows:

Workers' Compensation insurance	providing coverage in compliance with Florida Statutes
Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	\$1,000,000 per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	\$500,000 per occurrence combined single limit for bodily injury and property damage

B. Prior to the effective date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as additional insured and that City will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed.

C. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to City.

## 9. SOVEREIGN IMMUNITY.

Nothing in the Contract Documents shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

## 10. LIVING WAGE.

The definitions, terms and conditions of the city's living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City's Code of Ordinances shall apply to this agreement. These requirements include that the service contractor/subcontractor: shall pay a living wage to each covered employee during the term of this agreement, including any extension(s) to this agreement; shall maintain records sufficient to demonstrate compliance with the living wage requirements; shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; shall cooperate with any city audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation. Failure to comply with the City's living wage requirements shall be a material breach of this agreement, enforceable by the city through all rights and remedies at law and equity.

## 11. TERMINATION.

A. If the Contractor fails to observe or perform in accordance with the Contract Document (a "Default"), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City's intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.

B. This Contract may be terminated by the City, without cause, upon thirty (30) days written notice to the Contractor. In the event this Contract is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

## **12. MULTI-YEAR CONTRACT.**

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

## **13. INDEPENDENT CONTRACTOR.**

Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor for the full performance of the Contract Documents.

## **14. INTELLECTUAL PROPERTY AND WORK PRODUCT.**

A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.

B. Intellectual Property. Contractor warrants that it owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the City [or process or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall promptly give City [and Professional if applicable] written notice of the infringement.

## **15. RECORDS AND RIGHT-TO-AUDIT.**

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

## **16. CONTRACTOR'S ASSURANCES.**

Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Invitation to Bid and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Invitation to Bid, the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice [and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor.

## **17. WARRANTY.**

[list specific warranties here, if applicable]

## **18. PUBLIC RECORDS.**

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).**

## **19. DISPUTE RESOLUTION**

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee.

## **20. FORCE MAJEURE**

If the performance of the Contract is delayed by fire, lightning, earthquake, cyclone, or other such cause completely beyond the control of either the City or the Contractor, then the time for completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.

## **21. APPLICABLE LAW AND VENUE.**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Contract, venue shall be in Alachua County, Florida.

## **22. DEFAULT AND REMEDIES.**

The non-breaching party shall have available all remedies at law.

## **23. NOTICES.**

Any notices from either party to the other party must be in writing and sent by certified mail, return requested, overnight courier service or delivered in person with receipt to the following:

### **CITY:**

City of Gainesville  
Insert Department Name  
Attn:  
Insert Address

### **CONTRACTOR:**

Insert Contractor's Information



**24. SEVERABILITY.**

If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect.

**25. INTEGRATION/MERGER.**

This Contract, together with the attached bid documents, contains the entire contract and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained in this Contract. The terms of this Contract are contractual and not merely recital.

**26. MODIFICATION AND WAIVER.**

The provisions of this Contract may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Contract. The failure of any party to exercise any right in this contract shall not be considered a waiver of such right. No waiver of a provision of the Contract shall apply to any other portion of the Contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

**27. CAPTIONS AND SECTION HEADINGS.**

Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.

**28. ASSIGNMENT OF INTEREST.**

Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

**29. SUCCESSORS AND ASSIGNS.**

The Parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Contract.

**30. THIRD PARTY BENEFICIARIES.**

This Contract does not create any relationship with, or any rights in favor of, any third party.

**31. CONSTRUCTION.**

This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Contract.

**32. EXHIBITS.**

All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, or caused to be executed by their duly authorized officials, on the day and year first written above.

**NAME OF COMPANY:**

**CITY OF GAINESVILLE:**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
City Attorney

## PART 10 – EXHIBITS

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The following documents/forms are included in this section:

- Drug-Free Workplace Form
- Bidder Verification Form
- Reference Form
- Certification Regarding Debarment
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities (includes instruction page)
- Federally Funded Purchase Questionnaire
- Prerequisite Vendor Questionnaire

**The 4-tab Excel document referenced below is not included here; it has been uploaded as a separate document and must be downloaded directly from DemandStar for completion and submission with response by proposer:**

- Appendix A – Vendor Technology Questionnaire

## DRUG-FREE WORKPLACE FORM

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

\_\_\_\_\_ does:

(Name of Bidder)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this bidder complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

***In the event of a tie bid, bidders with a Drug Free Workplace Program will be given preference. To be considered for the preference, this document must be completed and uploaded to DemandStar.com with your Submittal.***

## BIDDER VERIFICATION FORM

### **LOCAL PREFERENCE** (Check one)

Local Preference requested: ☐ YES ☐ NO

A copy of your ***Business Tax Receipt*** must be included in your submission if you are requesting Local Preference:

### **QUALIFIED SMALL BUSINESS AND/OR SERVICE DISABLED VETERAN BUSINESS STATUS** (Check one)

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Small Business? ☐ YES ☐ NO

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Service-Disabled Veteran Business? ☐ YES ☐ NO

### **REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA**

Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida?

☐ YES ☐ NO (refer to Part 1, 1.6, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (# \_\_\_\_\_)

If the answer is "NO", please state reason why: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Printed Name/Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## REFERENCE FORM

**Name of Bidder:** \_\_\_\_\_

Provide information for three references of similar scope performed within the past five (5) years. You may include photos or other pertinent information. **Minimum of three years' experience in developing and administering MOD Apps required.**

---

**#1** Year(s) services provided (i.e. 1/2015 to 12/2018): \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email Address (if available): \_\_\_\_\_

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**#2** Year(s) services provided (i.e. 1/2015 to 12/2018): \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email Address (if available): \_\_\_\_\_

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**#3** Year(s) services provided (i.e. 1/2015 to 12/2018): \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email Address (if available): \_\_\_\_\_

---

## CERTIFICATION REGARDING DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

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

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

The certification in this clause is a material representation of fact relied upon by CITY. If it is later determined by CITY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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Signature of Bidder’s Authorized Official

---

Name of Bidder’s Authorized Official

---

Title of Bidder’s Authorized Official

---

Date



## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Signature of Bidder's Authorized Official

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Name of Bidder's Authorized Official

---

Title of Bidder's Authorized Official

---

Date

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See next page for public burden disclosure.)

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

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

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

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

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

# SUBCONTRACTOR/SUBCONSULTANT LIST and BIDDER STATUS

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

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

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

Name of Proposer: \_\_\_\_\_

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

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

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

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

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

***This page must be completed and uploaded to DemandStar.com with your Submittal.***

## CONTRACTOR RESPONSIBILITY CERTIFICATION

The Proposer is required to certify compliance with the following contractor responsibility standards by checking appropriate boxes. For purposes hereof, all relevant time periods are calculated from the date this Certification is executed.

	YES	NO
1. Has the firm been suspended and/or debarred by any federal, state or local government agency or authority in the past three years?		
2. Has any officer, director, or principal of the firm been convicted of a felony relating to your business industry?		
3. Has the firm defaulted on any project in the past three (3) years?		
4. Has the firm had any type of business, contracting or trade license revoked or suspended for cause by any government agency or authority in the past three (3) years?		
5. Has the firm been found in violation of any other law relating to its business, including, but not limited to antitrust laws, licensing laws, tax laws, wage or hour laws, environmental or safety laws, by a final unappealed decision of a court or government agency in the past three (3) years, where the result of such adjudicated violation was a payment of a fine, damages or penalty in excess of \$1,000?		
6. Has the firm been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three (3) years?		
7. Has the firm successfully provided similar products or performed similar services in the past three (3) years with a satisfactory record of timely deliveries or on-time performance?		
8. Does the firm currently possess all applicable business, contractor and/or trade licenses or other appropriate licenses or certifications required by applicable state or local laws to engage in the sale of products or services?		
9. Does the firm have all the necessary experience, technical qualifications and resources, including but not limited to equipment, facilities, personnel and financial resources, to successfully provide the referenced product(s) or perform the referenced service(s), or will obtain same through the use of qualified, responsible subcontractors?		
10. Does the firm meet all insurance requirements per applicable law or bid specifications including general liability insurance, workers' compensation insurance, and automobile liability insurance?		
11. Firm acknowledges that it must provide appropriate documentation to support this Contractor Responsibility Certification if so requested by the City of Gainesville. The firm also understands that the City of Gainesville may request additional information or documents to evaluate the responsibility of firm. Firm agrees to provide such additional information or supporting documentation for this Certification.		

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

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

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

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

\_\_\_\_\_  
Date

***This page must be completed and uploaded to DemandStar.com with your Submittal.***

## FEDERALLY FUNDED PURCHASE QUESTIONNAIRE

This is a federally assisted contract and your response to this questionnaire helps the City in setting \*Disadvantaged Business Enterprise (DBE) goals with the federal government. Please complete and return this form with your bid response.

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

Bidder Address: \_\_\_\_\_  
\_\_\_\_\_

Is Bidder a DBE? ☐ Yes ☐ No

Age of Firm: \_\_\_\_\_

Annual Gross Receipts of the Firm: (check one)

☐ Less than \$500,000

☐ \$500,000-\$1 million

☐ \$1-2 million

☐ \$2-5 million

☐ More than \$5 million

*\*To be able to claim DBE status referenced above the bidder must be currently listed in the **Florida Unified Certification Program (UCP) Disadvantaged Business Enterprise (DBE) Directory** maintained by the Florida Department of Transportation's (FDOT).*

***This page must be completed and uploaded to DemandStar.com with your Submittal.***

# PREREQUISITE VENDOR QUESTIONNAIRE

**Proposer must submit responses to this questionnaire with proposal.**

## 1. SUPPORT

- What is your support model?
- How do you facilitate onboarding?
- Can you provide SLAs that guarantee a certain level of service?
- Is there a knowledge base available after GoLive?
- Are version upgrades, patches and security updates automatically handled by the vendor? If not, please describe.
- Would there be a testing environment available?

## 2. INFRASTRUCTURE AND BUSINESS CONTINUITY

- Who owns the infrastructure upon which your SaaS product is built?
- How do you test your disaster recovery process and procedures?
- How often do you test your recovery process and procedures?
- What is your recovery time objective (RTO)?
- Is your infrastructure dispersed; are your primary site and your disaster recovery site geographically separated?

## 3. COMPLIANCE AND SECURITY

- Is the vendor SAS 70, SSAE 16 & SOC 2 or SOC 3 compliant? Is there a SOC 3 report available for review/distribution?
- If the product is processing credit card information, is the product PCI compliant?
- What security guidelines and audits does the colocation or hosting provider follow?
- What security is in place at the colocation or hosting provider's facilities?
- Who manages network connectivity, firewalls, log file management, web application firewalls and access and identity management?
- Does the vendor have a protocol for handling emerging threats, zero day exploits and vulnerabilities and how does the vendor facilitate quick protection of the SaaS solution?
- Is the connection to the SaaS product secured? How?

## 4. DATA

- Is the data hosted within continental US?
- Please define your data ownership model as it relates to data generated/collected during the usage of the application.
- Please define your data sharing policy with third parties.

***Responses to this page must be completed and uploaded to DemandStar.com with your Submittal.***

## PART 11 – NO BID SURVEY

### GENERAL GOVERNMENT PROCUREMENT DIVISION SURVEY BID INFORMATION

**RFP #:** RTSX-240002-DS

**DUE DATE:** May 22, 2023 @ 3:00 pm

**PROPOSAL TITLE:** Mobility-On-Demand Software App (Rebid)

#### IF YOU DO NOT BID

If you choose to not bid, please complete this form, and either upload it into DemandStar.com or email to the procurement specialist. Your responses will assist the City in developing future solicitations, your responses will remain anonymous and will be aggregated into a spreadsheet for analysis purposes only.

Check the appropriate responses and provide additional information that may help the City develop future solicitations.

1. \_\_\_\_\_ The solicitation time-frame was too short
2. \_\_\_\_\_ My company did not learn of this solicitation until it was too late to develop a response
3. \_\_\_\_\_ My company's work load did not allow time to develop a submittal
4. \_\_\_\_\_ If awarded, my company's work load could not support this project
5. \_\_\_\_\_ Specifications were not clear
6. \_\_\_\_\_ My company does not handle this type of work
7. \_\_\_\_\_ My company does not submit responses to Municipalities
8. \_\_\_\_\_ Have experienced delays in payments from Government agencies in the past
9. \_\_\_\_\_ Is there anything the City could have done differently in the solicitation package to prompt your company to submit a proposal?  
Explain: \_\_\_\_\_
10. \_\_\_\_\_ If the City were to rebid this solicitation, would your company be interested in responding?
11. \_\_\_\_\_ Please provide any additional information regarding this solicitation that may help us develop our next steps in fulfilling the City's needs for this project.

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Is your company a certified City of Gainesville small business? ☐ YES ☐ NO

Is your company a certified City of Gainesville service-disabled veteran business? ☐ YES ☐ NO