

AGREEMENT FOR SUNTRAN TRANSIT MANAGEMENT SERVICES

THIS AGREEMENT FOR SUNTRAN TRANSIT MANAGEMENT SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **RATP DEV USA, INC.**, a foreign for-profit corporation duly organized in the state of Texas and authorized to do business in the state of Florida (EIN: 75-1626932) ("Contractor").

RECITALS:

WHEREAS, on February 15, 2021, City issued a Request for Proposal ("RFP") for the provision of transit management services for the City's SunTran system, RFP No.: SUN/210102 (the "Solicitation"); and

WHEREAS, two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by RATP DEV USA, Inc. was found to be the highest ranked proposal; and

WHEREAS, RATP DEV USA, Inc. was chosen as the intended awardee to provide transit management services for the City's SunTran system (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the proposal submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement, if any. Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Services (A-1 through A-6)
- Exhibit B: Vendor Proposal (B-1 through B-30)
- Exhibit C: FTA Federal Grant Clauses (C-1 through C-18)
- Exhibit D: Price Proposal (D-1 through D-3)

If there is a conflict between the individual Exhibits regarding the Scope of Services to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit C, then (2) Exhibit A, then (3) Exhibit B, then (4) Exhibit D.

3. **SCOPE OF SERVICES.** Contractor shall provide complete transit management services as set forth in the attached **Exhibit A – Scope of Services** in a timely, professional, and workmanlike manner, consistent with applicable law and accepted practices in the state of Florida for transit service providers. It is understood and agreed by City and Contractor that it may become necessary from time to time during the term of this Agreement to modify its provisions and/or to revise the Scope of Services or extent of City's transportation programs.

A. **Amendment.** Contractor and City agree that the Scope of Services under this Agreement may only be adjusted by written amendment executed by both parties.

B. **Additional Routes and Services.** Notwithstanding the above, and subject to Section 5(F) (Revisions to Revenue Vehicle Hours), City reserves the right to order changes in the scope and/or extent of service area boundaries, routes, schedules, operating hours, and so forth to respond to demand, special events and other occurrences.

C. **Right to Approve Equipment.** City reserves the right to inspect all vehicles and equipment prior to the commencement of service and randomly throughout the Initial Term and any Renewal Term to ensure vehicles and equipment meet or exceed the City's expectations with regard to appearance, operation, or other physical aspects as the City deems appropriate; provided however that the City shall use its good faith efforts to perform such inspections in a manner that does not interfere with Contractor's performance under this Agreement. Contractor agrees to allow City all necessary access to allow for the inspection and approval of any and all vehicles or equipment to be used to perform transit services. Contractor acknowledges, understands, and agrees that City shall have the right, upon written notice, to require non-conforming vehicles and/or equipment to be removed from active service at any time until such time as Contractor has resolved deficiencies to the satisfaction of City; provided, however, that the City shall reinspect promptly any non-conforming vehicles and/or equipment upon notice by Contractor that such deficiencies have been resolved. If Contractor allows any non-conforming vehicle or equipment to remain in service against City's recommendation,

Contractor shall be subject to fines in the amount of **ONE HUNDRED AND NO/100 DOLLARS PER DAY OF USE (\$100/Day of Use)** for every day said vehicle or equipment is operated after receiving City's notice of deficiency.

4. **CONTRACT TERM, RENEWAL, AND TERMINATION.** This Agreement shall become effective and commence on **OCTOBER 18, 2021** and continue for a term of **THREE (3)** years through and including **OCTOBER 17, 2024** (the "Initial Contract Term").
- A. **Optional Renewal Term.** This Agreement may be renewed for **ONE (1)** additional **THREE-YEAR (3-Year)** period (the "Renewal Term") upon written consent between City and Contractor.
- B. **Transition Services.** Upon termination or expiration of this Agreement, Contractor shall cooperate with City to assist with the orderly transfer of Services, functions and operations provided by Contractor to another provider or to the City in accordance with **Section 12 – Transition Services** in the attached **Exhibit A – Scope of Services**.
- C. **Default.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- D. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any material obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein (a "Termination Notice"). Any Termination Notice delivered to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events if the City determines, in its sole and absolute discretion, that the Contractor's act or omission threatens public health, safety, or welfare:
- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Contractor provides services that do not conform to the specifications of the Agreement;
 - (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

- (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
- E. **Contractor’s Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City’s Notice of Default to Contractor.
- . Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. . If the violations are not corrected within such period or to the reasonable satisfaction of City, then City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- F. **City’s Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney’s fees arising from Contractor’s default prior to termination; and
 - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) placing a claim against the performance bond; or (iii) any other remedy as provided by law.
5. **COMPENSATION.** For the timely and satisfactory provision of transit management services as set forth in the attached **Exhibit A – Scope of Services** and **Exhibit D – Price Proposal**, Contractor shall be paid a Fixed Revenue Hourly Rate for every Revenue Vehicle Hour (as that term is defined in Exhibit A – Scope of Services) operated during the Initial Contract Term (Year 1 through Year 3), as follows:

Contract Year	Estimated Annual Revenue Vehicle Hours	Fixed Revenue Hourly Rate
Year 1	33,500	\$61.93/Hour
Year 2		\$64.19/Hour
Year 3		\$66.89/Hour

- A. **Compensation During Optional Renewal Contract Term.** In the event that the City and Contractor exercise the sole renewal term available under this Agreement, Contractor shall be paid a Fixed Revenue Hourly Rate for every Revenue Vehicle Hour (as that term is defined in Exhibit A – Scope of Services) operated during the Renewal Term (Year 4 through Year 6), as follows:

Contract Year	Estimated Annual Revenue Vehicle Hours	Fixed Revenue Hourly Rate
Year 4	33,500	\$70.05/Hour
Year 5		\$73.50/Hour
Year 6		\$76.57/Hour

- B. **Calculation of Monthly Payment.** The monthly payment due to Contractor shall be the sum of the total number of Vehicle Revenue Hours actually operated each month multiplied by Contractor’s Fixed Vehicle Revenue Hourly Rate, less any withholdings or other assessment due from Contractor permitted pursuant to this Agreement. The Fixed Vehicle Revenue Hourly Rate is inclusive of all charges that may be incurred by Contractor in fulfilling its obligations under this Agreement and shall remain firm for the Initial and Renewal Terms as set forth above. Subject to Section 42 (Changes in Law), the Fixed Vehicle Revenue Hourly Rate shall not be impacted by any wage or minimum hourly pay requirements that Contractor may have with its employees or other contractors. City will not accept any restrictions or minimum servicing hour requirements In any way other than by individual revenue vehicle hour.
- C. **Invoice Submission.** No later than the FIFTEENTH (15TH) day of each month, Contractor shall submit its invoice to the City reflecting services performed during the preceding month. Vehicle Revenue Hours and Vehicle Revenue Miles for bus services shall be shown separately on each invoice. All invoices must be accompanied by monthly ridership reports, vehicle maintenance reports, and fuel usage statistics by vehicle and type of bus service. Failure to submit monthly reports and statistics will result in the invoice being rejected. City reserves the right to request additional documentation to support Contractor’s monthly invoices and/or to establish that the amounts invoiced are allowable.
- D. **Payment of Invoices by City.** City shall issue payment to Contractor within **THIRTY (30)** days of receipt of an accurate, properly submitted, uncontested invoice. If the City fails

to pay such invoices when due, then Contractor shall be entitled to charge the City interest on the past due amount at the rate of one and one half percent (1.5%) per month or the maximum amount permitted by law, whichever is less.

- E. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within THIRTY (30) days of Contractor's knowledge of the overpayment.
 - F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. The City shall have no obligation to assist the Contractor in obtaining exemptions from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
 - G. **Revisions to Revenue Vehicle Hours.** Notwithstanding anything to the contrary, if the estimated annual Revenue Vehicle Hours (i.e., 33,500) are reduced by more than ten percent (10%) in any year, then the City and Contractor shall negotiate in good faith and agree upon an equitable adjustment to the Fixed Revenue Hourly Rate necessary to address any such reduction.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an

extension of time and, as further contemplated in Section 5(F) (Revisions to Revenue Vehicle Hours), Contractor entitled to an adjustment in the Fixed Revenue Hourly Rate resulting from such force majeure delays.

7. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
8. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
9. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
 - A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 - C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 - D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 - E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a

conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
 - C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
 - E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
11. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
12. **[RESERVED]**
13. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
14. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the

terms of this Agreement and with the terms in **Exhibit A – Scope of Services**. City has the authority to stop work or to suspend any work.

15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than Ten Million Dollars (\$10,000,000) for bodily injury and property damage for each accident. Contractor's commercial automobile liability insurance policy must name, as additional insured, the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers.
16. **AUTOMOBILE COLLISION AND COMPREHENSIVE COVERAGE.** Contractor agrees to maintain automobile collision and comprehensive coverage equal to the actual cash value of all revenue and non-revenue vehicles. Said deductible shall be the responsibility of Contractor.
17. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) aggregate limit for bodily injury, property damage, and personal injury, and advertising injury; and
 - B. Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) aggregate limit for contractual liability, products and completed operations, independent contractors, and property in the care, control or custody of the Contractor. Completed operations liability endorsement shall continue in force for **TWO (2) YEARS** following the termination or expiration of this Agreement.
 - C. Contractor's commercial general liability insurance policy shall include Endorsement CG 20 26 04 13, or equivalent, naming as an additional insured the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.
18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Contractor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability coverage in amounts required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work.

19. EMPLOYEE DISHONESTY/FIDELITY BOND, INSIDE MONEY, AND SECURITIES COVERAGE.

For the term of this Agreement and any subsequent renewals, Contractor shall be required to obtain and maintain, at Contractor's expense, Employee Dishonesty, Third Party Fidelity Bond and Inside Money and Securities coverage for City-owned property in the care, custody, or control of the Collector. Coverage limits shall not be less than \$ 1,000,000. The policy shall include as loss payee the City of Ocala.

20. MISCELLANEOUS INSURANCE PROVISIONS.

- A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
- B. Deductibles. Contractor is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above \$1,000,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.
- C. Certificates of Insurance. Contractor shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of A--V or greater. Renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, and E-Mail: vendors@ocalafl.org** prior to the policy expiration.
- D. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.
- E. Severability of Interests. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to be endorsed to include a severability of interests/cross liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

F. Mandatory Endorsements for All Required Policies. All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala no less than **THIRTY (30)** days written notice (with the exception of non-payment of premium which requires a **TEN (10)** calendar day notice) in the event of cancellation or material change.

21. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct

contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, Contractor-engaged subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

24. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from City, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Contractor shall be required to provide City with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City.
25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Notwithstanding anything to the contrary, City hereby provides its approval for Contractor's use of those subcontractors identified in the

Contractor's Proposal. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

29. **PUBLIC RECORDS; CONFIDENTIALITY.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. 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.
- D. 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: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

E. **CONFIDENTIAL INFORMATION.** Confidential or sensitive information one party (the "Disclosing Party") provides to the other party (the "Receiving Party") under this Agreement shall be governed as follows:

- (1) **CONFIDENTIAL INFORMATION.** Confidential Information shall consist of all non-public information disclosed pursuant to this Agreement, whether oral or in writing (including electronic transmission): (i) that is designated as "Confidential" or "Proprietary" by the Disclosing Party at the time of disclosure or within a reasonable period thereafter; (ii) that concerns the customers, finances, methods, research, processes or procedures of the Disclosing Party; or (iii) that by the nature of the circumstances surrounding disclosure, or the information itself, should in good faith be treated as confidential (collectively, the "Confidential Information").
 - (2) **NON-DISCLOSURE; STANDARD.** A Receiving Party shall retain the Disclosing Party's Confidential Information in strict confidence and shall not use such Confidential Information except for purposes permitted under this Agreement. A Receiving Party shall be entitled to disclose Confidential Information of the Disclosing Party on a need-to-know basis to its employees, agents, and subcontractors provided such employees, agents and subcontractors are bound by non-disclosure and confidentiality obligations no less protective than those set out in this Agreement. The Receiving Party shall use at least the same degree of care in safeguarding the Disclosing Party's Confidential Information as it uses in safeguarding its own Confidential Information, but shall not use less than reasonable care and diligence.
 - (3) **EXCEPTIONS.** The Receiving Party's obligations with respect to Confidential Information shall not apply to Confidential Information which the Receiving Party can demonstrate: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) was or becomes available to the Receiving Party on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to the Disclosing Party with respect to such Confidential Information; (iii) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (iv) is required to be disclosed by law, provided that the Disclosing Party is promptly notified by the Receiving Party in order to provide the Disclosing Party an opportunity to seek a protective order or other relief.
30. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
32. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
33. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
36. **INDEMNITY; LIMITS OF LIABILITY.**
- A. **CONTRACTOR INDEMNITY.** Contractor shall defend, indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of or relating to any third party claims concerning the activities contemplated by this Agreement including, without limitation, harm or

personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

- B. **CITY INDEMNITY.** City shall defend, indemnify Contractor and its officers, employees, and affiliates against, and hold Contractor and its officers, employees, and affiliates harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which Contractor or its officers, employees, or affiliates may sustain, or which may be asserted against Contractor or its officers, employees, or affiliates, arising solely out of the City's gross negligence or willful actions.
- C. **CONSEQUENTIAL DAMAGES WAIVER.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR OTHER ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

RATP DEV USA, Inc.
Attention: Steven Sherrer
3800 Sandshell Drive
Fort Worth, Texas 76137
Phone: (903) 278-1383
Email: daniel.swanson@ratpdev.com

If to City of Ocala:

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to:

Robert W. Batsel, Jr., Esq.
Gilligan, Gooding, Batsel, & Anderson, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
E-mail: rbatsel@ocalalaw.com

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
42. **CHANGES TO LAW.** The City and Contractor agree that, during the term of this Agreement, if any changes to applicable laws, rules, codes, ordinance, regulations or other orders result in an impact on, or change to, Contractor's performance hereunder, then the City and Contractor shall negotiate in good faith a reasonable adjustment to the Fixed Revenue Hourly Rate or other terms of this Agreement to address any such impact.
43. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
44. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
45. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
46. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
47. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

48. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
49. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
50. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
51. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
52. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement on 10 / 07 / 2021.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Justin Grabelle

Angel B. Jacobs
City Clerk

Justin Grabelle
City Council President

Approved as to form and legality:

RATP DEV USA, INC.

Robert W. Batsel, Jr.

Arnaud Legrand

Robert W. Batsel, Jr.
City Attorney

By: _____

RATP DEV USA, INC.

(Printed Name)

Chief Executive Officer

(Title)

SECTION 1. BACKGROUND

- 1.1 The Service Provider will provide management and operation service of the public transit system known as SunTran for the City of Ocala. Service Provider will be responsible for the management and day-to-day operation of Ocala public transit system (SunTran) in an efficient and effective manner.
- 1.2 On December 15, 1998 SunTran began service with four (4) routes within the City of Ocala and one (1) route to and from Silver Springs Shores, a community southeast of Ocala. On October 1, 2002 an additional route commenced servicing the northeast portion of the City of Ocala and Marion County.
- 1.3 The City of Ocala has been designated by interlocal agreement as the agency responsible for management and operation of the fixed route public transit system which includes oversight of the system and policy development. ADA transit services are currently contracted through the Community Transportation Coordinator (CTC) who also serves Transportation Disadvantaged clients and Medicaid transportation recipients.

SECTION 2. FTA GRANT REQUIREMENTS AND COMPLIANCE

- 2.1 This service will be made with funding assistance from the Federal Government under the Urban Mass Transportation Act of 1964 and in accordance with FTA C 4220.1F. The successful proposer and all contractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States of America and the City of Ocala, Florida. The management contract will comply with FTA C 4220.1F Rev. 4 of March 18, 2013 which is available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>
- 2.2 The City of Ocala in accordance with the provisions of the funding of the Title VI of the Civil Rights Act of 1964, (23 U.S.C. 140 and 112), (49 CFR, Part 21), (42 U.S.C. Sub. Sec. 2000D), other applicable federal regulations (23 CFR, Part 633), (23 CFR, Part 635) and orders, Executive Order 11625, (DOT Order 4000.7A), (DOT Order 4600.9A), hereby notifies all participation by minorities in any contract for consultant services entered pursuant to this advertisement. Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for selection. The transit service shall be operated in compliance with the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990.
- 2.3 The rules and regulations in the following documents are incorporated by reference: United States of America Department of Transportation Federal Transit Administration Master Agreement, FTA Master Agreement FY 20121 can be obtained at the web site: <https://www.transit.dot.gov/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2021>
- 2.4 Federal Transit Administration Best Practices Procurement Manual can be obtained at web site: <https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>

SECTION 3. DEFINITIONS

- 3.1 **Agreement:** Contract executed between the Service Provider and the City.

- 3.2 **City:** The City of Ocala, Florida, a municipal corporation established in accordance with the laws of the State of Florida.
- 3.3 **Contract Administrator:** City staff or assigned designee, which will administer and manage the Contract for the City.
- 3.4 **Effective Date:** The date on which the City executes the Contract arising from this procurement effort.
- 3.5 **Emergency Plan:** Detailed plan of action that the Service Provider has submitted to the City for approval including how traffic accidents involving buses, traffic delays, and extreme weather will be addressed by the Service Provider.
- 3.6 **Passengers:** Patrons of the Services offered.
- 3.7 **Proposal:** Refers to a properly signed and guaranteed written offer of the Service Provider to perform the Services and to furnish the labor, materials and equipment at the unit cost quoted on **Exhibit C-Price Proposal**.
- 3.8 **Road Calls:** Calls for help to the Service Provider dispatcher for a broken down bus or any other problem that would prevent the timely execution of the Services.
- 3.9 **Revenue Vehicle Hour:** The time the vehicle is in service carrying passengers (revenue time). Time between separate pieces of revenue work and the time it takes to go to and come from the point or points where vehicles are garaged or parked to the point or points where the vehicle goes into and out of service (deadhead time) are not billable. In most instances, this means that billable hours will be the "first stop to the last stop" on City approved pieces of work.
- 3.10 **Service Provider:** Refers to a company that has been selected by the City to provide the Services as described in this RFP or has submitted a Proposal in response to this RFP for review by the City.
- 3.11 **Services:** The operation of fixed-route bus services in the Ocala/Marion County area to be performed by the company (Service Provider) under the contract.
- 3.12 **Service Start Date:** The date on which Services to be provided under the Contract begin. This date is expected to be **April 18, 2021**. The City will not be responsible or liable for any costs to the Service Provider if service does not begin by the projected time.

SECTION 4. GENERAL MANAGER

- 4.1 The Service Provider must provide a qualified, experienced executive who will serve as General Manager of the public transit system, responsible for day-to-day operation of all departments of the system in an efficient manner.

SECTION 5. SERVICE PROVIDER RESPONSIBILITIES

- 5.1 The responsibilities of the Service Provider will include, but are not limited to, the following:
- A. Day-to-day operations and management of SunTran, including maintenance of the fleet.
 - B. Contracting for ADA complementary paratransit
 - C. Assisting in marketing and promotional activities
 - D. Employment of all public transit personnel

- E. Training of all transit personnel
- F. Maintenance of drug-free workplace and random drug-screening program
- G. Recommendations for SunTran scheduling and stop locations
- H. On-time performance monitoring
- I. Administration of service contracts
- J. Comprehensive maintenance program for capital equipment
- K. Assist with transit related procurement activities
- L. Policy recommendations to the City
- M. Management continuity
- N. Monitoring and evaluation of all operations, systems and procedures
- O. Developing FDOT Approved System Safety Plan and implementing Safety training for all employees
- P. Risk management
- Q. Accident reporting and investigation
- R. Preparation of an annual budget
- S. Customer relations
- T. Preparation of monthly service reports and annual operations report
- U. Collection of data for the National Transit Database (NTD) reporting to Federal Transit Administration
- V. Gathering data for annual Florida Department of Transportation Quality of Services Report
- W. Participation in Triennial Reviews conducted by the Federal Transit Administration

SECTION 6. CITY OF OCALA RESPONSIBILITIES

- 6.1 The responsibilities of the City of Ocala include, but are not limited to the following:
- A. Overall policy development
 - B. Approval of routes, stops
 - C. Establishment of fare policies and structure
 - D. Oversight of system
 - E. Expansion or reduction of service
 - F. Preparation of state and federal grant applications and administration of those grants
 - G. Assimilation of data and submitting of the NTD report to Federal Transit Administration and the Quality of Services report to the Florida Department of Transportation
 - H. Designated recipient of all grant funds

- I. Acquisition of all capital equipment necessary for system operations
- J. Provision and maintenance of administration and maintenance facility for Service Provider
- K. Purchase of fleet fuel

SECTION 8. COMPANY PERSONNEL REMOVAL OR REPLACEMENT

- 8.1 The City has the right to require the removal and replacement of any "Key Personnel" of the Service Provider or their subcontractor who are assigned to deliver Services to the City. As used in this Agreement, the term "Key Personnel" shall mean the Service Provider Project Manager and any other personnel of the Service Provider or its subcontractor fulfilling a key role in the Services as designated by the City. Any temporary or permanent replacement personnel recommended by the Service Provider must be approved in writing by the City prior to their placement in Service.

SECTION 9. RIGHT TO APPROVE EQUIPMENT

- 9.1 The Service Provider agrees to allow the City to inspect and approve all equipment to be used to perform the Services. The City reserves the right to inspect all vehicles to make sure that they meet or exceed the City's expectations with regard to appearance, operation, and any other physical aspect of the vehicle that the City may deem appropriate.
- 9.2 At any time, the City may require vehicles to be pulled from active Service until such time as the Service Provider resolves such problems with vehicle as determined by the City. If such vehicle remains in service against the recommendation of the City, the Service Provider will be subject to fines in the amount of \$100.00 per hour per day of use, upon official notification from the City. The City reserves the right to inspect all vehicles before Services begin and randomly throughout the length of the contract without notice. Failure to comply will result in the City's requiring that the vehicle be removed from Service. The City may assess fines as referenced above or consider the Service Contractor's actions a breach of the contract.

SECTION 12. TRANSITION SERVICES

- 12.1 Upon termination or expiration of this agreement, the company shall cooperate with the City to assist with the orderly transfer of the Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion.
- 12.2 Prior to termination or expiration of this Agreement, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to migrate the work of the Company to another provider or to the City itself as described below (the "Transition Services"). Transition Services may include but shall not be limited to the following:
- A. Pre-Migration Services.
 - 1. Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and
 - 2. Notifying all affected Service Providers and subcontractors of the Company.

- B. Migration Services.
 - 1. Performing the Transition Service Plan activities.
- C. Throughout Process and Post-Migration Services.
 - 1. Answering questions regarding the Services on an as-needed basis; and
 - 2. Providing such other reasonable Services needed to effectuate an orderly transition to a new Service Provider.
- D. Transition Services will include but not be limited to the following:
 - 1. Access: The Service Provider shall provide the City and any new service provider reasonable access to the operating facility and the City's revenue vehicles.
 - 2. Data: The Service Provider shall share (to the extent permitted by law) with the new service provider wage, benefit, employee records and other relevant information relating to any Service Provider employees who at any time engaged in providing the City's Services.
 - 3. Documents: The Service Provider shall provide the City and the new service provider copies of all leases, permits, licenses, and other relevant documents.
 - 4. Substance Testing: The Service Provider shall provide the City with all documents pertaining to FTA Drug and Alcohol requirements including a completed FTA Drug and Alcohol Summary MIS report for its period of operations on the FTA form FTA-OH-26-0001-94-1, or subsequent revision.
 - 5. Maintenance: The Service Provider shall provide the City all records associated with the Contract including all FTA-required maintenance documentation.
 - 6. Record Retention: The Service Provider shall retain all records associated with this Service, not provided to the City at the transition, in its possession for a minimum of three years.

SECTION 13. VEHICLES

- 13.1 The Service Provider shall return to the City all vehicles in sound mechanical and operating condition less normal wear and tear, in accordance with the standards of the Contract. The condition of the City's vehicles shall be determined by a fleet inspection conducted by an independent maintenance consultant (the "Independent Inspector") or a City designee, selected by the City. The Independent Inspector shall not be a competitor of the Service Provider in provision of transportation services. The Independent Inspector shall, after examining the vehicle fleet, prepare and submit to the parties:
- A. A written report identifying any corrective work necessary to return the City's vehicles to sound mechanical and operating condition, less ordinary wear and tear; and
 - B. An estimate of the cost of any repairs necessary to meet the standard set forth above.
- 13.2 The Service Provider at its sole cost and expense shall do such identified repairs or the Service Provider shall, at its election, pay the City the sums set forth in the inspection report for such repairs. The Service Provider shall notify the City within 30 days of the date it receives the Independent Inspector's report whether it intends to complete the repair work itself or whether it intends to pay the City for the cost of said work. In the event the Service Provider elects to do the work itself, the Service

Provider shall, within five days of such election, post a letter of credit or other security acceptable to the City in an amount equal to the estimated repair costs, to be payable to the City if the repairs are not completed by the conclusion of the Contract.

- 13.3 In the event the Service Provider elects to pay the City for the cost of the repairs, the Service Provider shall do so in full within five (5) days of such election.
- 13.4 The parties together with the Independent Inspector shall conduct a final acceptance of the City's vehicles on or about the date the contract expires to determine that the repair work required to be done pursuant to the inspection report is in fact complete. If the Service Provider elects to complete the repair work itself and any repair work remains incomplete as of the date the City's vehicles are returned, then the Service Provider shall pay the City on that date an amount equal to the cost of the remaining repair work as determined by the Independent Inspector or the City shall use the security posted by the Service Provider.
- 13.5 Provided the Service Provider either posts security acceptable to the City or pays the City any payments required to complete the repair work as stated in this subparagraph, the City shall not withhold or deduct any sums otherwise due to the Service Provider pursuant to the invoices rendered by it for Services completed up to and including the date the Contract terminates, and all such invoices shall be paid in accordance with the Contract.

Transit Management Services SunTran

City of Ocala | Marion County, FL
RFP# SUN/210102
May 2021



May 25, 2021

ATTN: Shay Roberts, Buyer
City of Ocala / Marion County
Procurement Department
110 SE Watula Avenue, 3rd Floor
Ocala, FL 34471

RE: Transit Management Services – SunTran

RATP Dev USA is pleased to present our proposal to continue Transit Management Services for the City of Ocala and the SunTran service. As your partner since 1998, we know the operational landscape, understand your future goals, and have the vision to bring enhancements by drawing on our local, national, and global experience. RATP Dev has the necessary resources and technical expertise to not only successfully perform the services outlined in this RFP, but to continuously enhance our partnership with the City and our presence in the community.

A Brief History of the Company

RATP Dev USA draws upon our parent and predecessor companies to uphold a legacy of successful transit operations and maintenance services since 1972. RATP Dev USA is a wholly owned subsidiary of RATP Développement SA, a division of worldwide transit provider RATP Group. This ties us to not only the expertise of U.S. operations, but also incorporates over 70 years of global transit services including buses, subways, streetcars, and light rail systems worldwide. RATP Dev’s collective expertise in project management, operations, safety, maintenance, and innovation is what shapes our approach in continuing to our longstanding partnership with the City.

Our continuing pledge to you is to improve the quality of life and daily routine by enhancing our customer experience and providing tailored solutions adapted to meet the unique needs of your transit system and passengers. As partners since 1998, the SunTran vision has been our vision; your brand has been our brand. RATP Dev looks forward to continuing our strong partnership to continue safe, efficient, reliable, and responsive transit management services to the City of Ocala.

RATP Dev’s on-site management team will continue to be led by Debbie Miller, General Manager. Her dedication to the City, in addition to her experience, skills, and accomplished tenure at SunTran, make her an exceptional candidate to continue our successful partnership under the new contract term.

A Fresh Approach from A Familiar Face

Based on our current partnership and commitment to your future goals, RATP Dev will continue to focus on the following key areas:

- Safe, Reliable Services – With the inclusion of RATP Dev’s Safety Management System (SMS) drive2zero™, we focus on comprehensive policies and practices for safe operations, every day. This includes policies, technology platforms, safety-based training curriculums for employees, accident investigation best practices, safety committees, strict hiring procedures, and specific responsibilities for all employees. In the new contract, RATP Dev will continue our strong safety culture to mitigate risks for all employees, staff, passengers, and the communities we serve.
- Staff Recruitment, Development, and Retention – Our people are an essential component of providing safe, quality, services for SunTran. RATP Dev is dedicated to maintaining our positive work environment where our employees can perform at their best, develop new skills in the transit

industry, and be recognized for their successes. We look for exceptional candidates to join our team, engage with staff daily, and promote employee retention to keep a stable workforce for the City.

- Your Best Partner for the Future – Throughout our relationship, RATP Dev has been a supportive, flexible, and adaptive partner to meet the changing needs of the City and ensure quality SunTran services. Based on our proven history, we are confident in our ability to meet your needs now, and in the future. We are excited for the future of SunTran, and eager to continue as your transit partner.

Although we are very familiar with the City of Ocala and Marion County as a long-standing provider, RATP Dev has maintained our focus on continuous improvement, flexibility in service provision, and support in all aspects of transit service. We believe our General Manager’s words emphasize our partnership eloquently:

A Message from Your General Manager

“As your General Manager, and on behalf of RATP Dev, it has been our privilege to serve the area since 1998. With steady service growth, RATP Dev has grown with you and will continue to grow with you. Over the years, we have increased the ridership of SunTran from 40,000 to 140,000 – and we continue to grow each year. RATP Dev is consistently doing our part in expanding your transit operations. We are incredibly proud of this long-term partnership and as you well know, our company foundation is, and always has been, centered on trust. Together, we will continue to build a transit service of which you can be proud – a service that provides quality transportation your customers deserve. During our time in partnership with you, RATP Dev began with a smooth and seamless transition, assisted in planning routes for increased operational efficiencies, and increased safety with our Safety Management System drive2zero™. We also streamlined processes, including the internal company audit process, to ensure a successful operation and we will continue to provide support when and where needed.”

*Sincerely,
Debbie Miller, GM SunTran*

As CEO of RATP Dev USA, I am authorized to bind RATP Dev to the offer presented, including all statements within the proposal, services, and costs. Further, I am authorized to negotiate with the City on all matters related to this proposal.

Should the City have questions regarding our submission, or wish to discuss the proposal further, please do not hesitate to contact Mark Millan, Vice President, Commercial Development as an authorized representative on any matters relating to this proposal. His contact information is as follows:

Mark Millan | Vice President, Commercial Development
mark.millan@ratpdev.com | [c] 817.991.2812

RATP Dev is excited to participate in this proposal, and we look forward to continuing our dynamic partnership.

Sincerely,



Arnaud Legrand
CEO | RATP Dev USA



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B. Company Qualifications

1. The Character of our Work

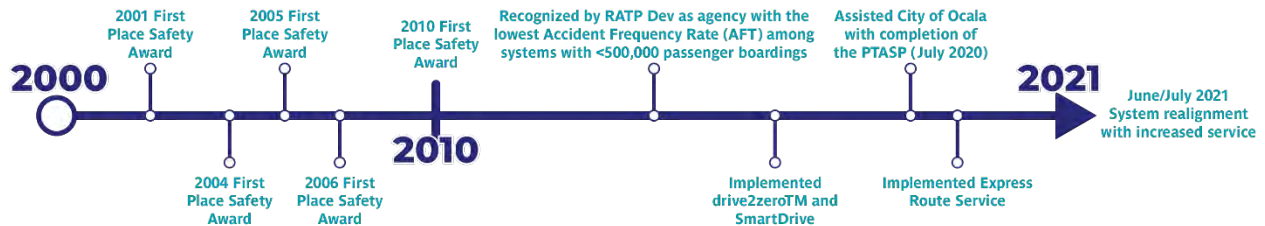
Explain the general character of work performed by your company.

RATP Dev is committed to our ongoing partnership with the City of Ocala, and the communities we serve. As your partner since 1998, our operation of SunTran has been characterized by an exceptional safety record, coordination with the City to implement service enhancements, flexibility to meet community needs, and a continuous drive toward service excellence.

From RATP Group’s global headquarters in Paris and RATP Dev’s corporate office in Fort Worth, TX, we deploy subject matter experts, marshal resources, and leverage innovative optimizations to proactively support our local key management staff. Although we have a long history with the City, we recognize that it is essential to remain fresh and relevant and will continue our legacy of excellence into the new contract term.

Your Partner Since 1998

As a dedicated partner with the City of Ocala, RATP Dev is intimately familiar with the goals of SunTran. Our priority has always been and will continue to be, operating the services most cost-effectively and efficiently to protect investments. Throughout this proposal, you will read about the successes we have experienced as your current provider and our strategic approach to your future operation. Our senior executive team is committed to providing continued guidance and support throughout our engagement. We will enable and support our local personnel to execute against the established goals and continue evolving our approach to achieve optimal results. We believe in creating a continuous improvement culture, recognizing that safety, security, and overall customer experience must never be compromised. Below is a timeline of some of the accomplishments achieved throughout our service partnership.



2. Qualifications and Experience

Describe your company’s qualifications and experience performing the work described in this RFP, Emphasize the team members who will be providing service to the City. Information about experience should include direct experience with urban fixed route transit services.

Summary of Experience

It is vital that the City partner with a provider you can trust. The relationship between a public transit agency and the private provider must be built on shared values and expectations. These shared values and expectations grow over time and require a proper understanding of the fundamental characteristics necessary for success. Our collective expertise in designing, project managing, operating, maintaining, and modernizing public transport in towns, cities, and suburbs on a regional scale is what shapes our unique approach and qualifies RATP Dev to successfully operate and manage the scope of services for the City.





RATP Dev has roots in the Florida region. We have experience working with the Florida Department of Transportation, Florida Commission for the Transportation Disadvantaged, and active involvement with the Florida Public Transportation Association and FTA Region 4 Office.

Urban Fixed Route Experience

RATP Dev serves 35 communities across the United States, including the City of Ocala. As the operations contractor of SunTran, we are proud of our legacy as your transit partner, and as a leader in fixed-route transit services. Our local team, led by Debbie Miller, General Manager have continuously met SunTran customers' expectations while increasing efficiencies in the operating system.

RATP Dev brings SunTran a vast portfolio of experience and qualifications for fixed-route operations and maintenance services. In addition, RATP Dev offers City-specific strategies for solving service-related challenges and problems. RATP Dev's current and future service approach for SunTran concentrates on the following key elements of our partnership:

- Quality and Cost Efficiency
- Safety and Service Reliability
- Customer Satisfaction
- Proactive Service Monitoring
- Continuous Service Improvements
- Seamless Contractual/Service Transition

RATP Dev will continue to emphasize the above elements in our efforts to provide "Best-in-Class" solutions for the City and the communities served by SunTran operations.

Key Personnel

RATP Dev and each member of the proposed management team understand and accept the responsibilities outlined in the RFP and pledge to execute these duties and responsibilities effectively and efficiently. RATP Dev proudly includes professional resumes for the following proposed key personnel:

Name	Title	Area of Focus	SunTran Tenure
Deborah Miller	General Manager	Oversight, KPIs, Customer Satisfaction	Since 1998
William Wilkinson	Maintenance Manager	Maintenance & Facility Management	Since 2020
Edward Dickens	Operations Manager	Supervision of Day-to-Day Operations	Since 2014
Jamie Hayen	Admin. Assistant	Reporting Overseer	Since 2015

3. Manager Performance Evaluations

How is the performance of your managers and other contract management personnel evaluated?

RATP Dev focuses on operations metrics and oversight to ensure contract compliance and momentum for continuous improvement. This level of management on-site is the overarching responsibility of the General Manager, with the expectation of positive communication with our clients, and successful execution of operations. Location management teams regularly meet with RATP Dev senior leaders to review contract staffing levels, success factors, areas concern, and ways to enhance performance. Our standard personnel policies are included as part of the RATP Dev USA Employee Handbook, provided as an [Attachment](#).

RATP Dev maintains several different methods of evaluation with varying outlined metrics. Our evaluations are in alignment with the specific needs of the SunTran system goals. The General Manager's evaluation is continuously updated to align with the changing requirements of the City of Ocala, Marion County, and SunTran.

As part of our Continuous Improvement Program, Ms. Miller will be required to report measurement success or failure to Mr. Sherrer, the Regional Vice President, monthly. General Managers are furnished monthly with a summary of their Key Performance Indicators (KPIs), including On-Time Performance, Miles Between Road Calls, Collision Accidents per 100,000 miles, Complaints per 100,000 passenger boardings, and Preventative Maintenance on-time performance. Each General Manager performs a self-assessment at the end of each quarter. Their assessment is reviewed, evaluated, and discussed with the Regional Vice President.



4. Equal Employment Opportunity Program

Does your firm have an Equal Employment Opportunity Program? If yes, explain your firm's program and accomplishments in detail.

RATP Dev is an equal employment opportunity employer and does not discriminate based on race, color, religion, sex, national origin, sexual orientation, disabilities, marital status, age, or any other characteristic protected by law. The company reasonably accommodates individuals based on disabilities and religious beliefs. Non-discrimination in employment, including recruitment, hiring, promotion, examination, training, performance evaluations, transfers, compensation and benefits, discipline, layoffs, recalls, and termination, is required. Personnel actions are administered following EEO laws. RATP Dev's EEO policy is included in our employee handbook, which is provided to all employees.

Diversity and Inclusion Statement

Treating one another with dignity, fairness, and respect cultivates inclusion. Our organization is committed to fostering a diverse workforce and appreciates the uniqueness of each of our employees. Diversity drives innovation and creates a workplace where all employees can grow in their careers, support their communities, and lend to RATP Dev USA's success.

5. Contract Terminations

Has your company ever had a contract terminated by a client? How did your firm respond to problems identified by the client during the period allowed for corrective actions? Please explain each instance of nonrenewal of a contract over the past five years.

RATP Dev, nor any of its subsidiaries, have had a contract terminated by a public transit agency in the past five (5) years, prior to the Contract's intended expiration date. The following contracts were not renewed with RATP Dev for the reasons provided:

Contract	Description
Athens Public Transit Fixed-Route Operations Athens, OH	In 2017, the client brought the services in-house
Indiana University Northwest Shuttle Bus Operations Gary, IN	In 2016, the client ended the shuttle service
Harrisburg Capital Area Transit Bus Operations Harrisburg, PA	In 2017, client developed an interlocal agreement with a sister agency to provide services
Capital Metropolitan Transportation Authority Austin, TX	In 2019, contract awarded to a competitor through a competitive bid process
County of Volusia Deland, FL	In 2019, contract awarded to a competitor through a competitive bid process

Corrective Action Records of the Past Five Years

RATP Dev does not have any instances during the past five (5) years in which our organization submitted a bid/proposal on transit services operating Contract and were found to be a non-responsible bidder or any instance in which we received a "Notice to Cure" or default with corrective action, on a transit services operating Contract. As the City of Ocala's service provider, in 2019, we were notified that a personnel change was needed because of vehicle maintenance issues. RATP Dev responded quickly and decisively to meet the expectations of the City. During this process, RATP Dev worked side-by-side with the City to understand the current issues and desires when choosing the new team member. RATP Dev acted immediately to begin the replacement process and quickly formulated a corrective action plan to address the vehicle maintenance issues.

6. Average Tenure of General Managers

What is the Average tenure of the general manager at your current systems?

The average tenure for RATP Dev General Managers and other required Key Personnel throughout our 35 transit systems is six (6) years.

7. FTA Triennial Reviews

List any significant issues brought up during FTA triennial reviews for any of your provided services?

FTA Triennial reviews have found no significant issues in any RATP Dev transit systems. Our Quality Assurance Review process ensures all records are compiled for FTA inspection and that our system complies with all categories of the Triennial Review. We perform regular reviews of our systems to certify their compliance with FTA regulations. After these reviews are completed, we work with our clients to determine actions that need to be taken to satisfy any deficiencies with the federal requirements.

Many of our systems across the U.S. have been named Transit System of the Year by the FTA 's Region Offices based on the comprehensive compliance with FTA rules and regulations.

8. Performance Standards for Contract Operations

Describe the performance standards your firm has established for its contract operations.

We have implemented strategies at SunTran to ensure the system meets its daily performance standards. These include improving on-time performance, effective monitoring, addressing transit services in the field, and continual, responsive supervision of all services' delivery, including responding to service interruptions and failures. These strategies ensure the City and residents receive effective and efficient, high-quality service every day from SunTran.

Transit authorities must perpetually seek out ways to enhance daily operations; therefore, RATP Dev has created a Continuous Improvement Program to produce the best transit service possible for passengers and the best working atmosphere for employees. RATP Dev uses Results, Approach, Deployment, Assessment, and Refinement (RADAR) logic to set improvement goals, define and implement approaches to achieve each goal, and continuously assess/evaluate to ensure better transit outcomes operations. We use three categories to measure continuous improvement:

- **Safety** – total number of collision accidents, collision accidents, and preventable collision accidents per 100,000 miles by service mode
- **Service Quality** – total number of complaints by service mode, number of complaints, and justified complaints per 100,000 miles by service mode
- **Maintenance Efficiency** – on-time performance by service mode, miles per road call by service mode, and percentage of preventative maintenance checks performed on time by service mode.

RATP Dev will continue to provide the City effective and efficient management of the daily SunTran operations – specifically addressing on-time performance, monitoring, responsive delivery, and corrective actions to service interruptions or failures. Our goal is to promote ever-increasing performance levels in operations, customer service, vehicle cleanliness, and safety.

C. Staffing Plan, Proposed Team and Staff Experience

1. Resumes of the Management Team

Provide resumes of the intended management team to include the general manager, maintenance manager, hiring manager and overseer of data reporting. The resumes should include the following: name, background and experience.



Deborah Miller, General Manager

RATP Dev's longstanding General Manager Deborah Miller, will continue in her role to support the SunTran operation. As part of SunTran since 1998, Debbie is an experienced transit professional with over 25+ years in the industry, and an extensive understanding of the needs of SunTran and the community. This expertise has been gained across multiple roles within SunTran to understand and develop efficient and effective methods to support the transit system. Debbie takes pride in knowing that she is providing safe and reliable transportation for the public. Her main objective remains the safety of her passengers – ensuring all vehicles meet safety requirements, and that drivers are properly trained for safe

operation. Her demonstrated expertise in effective team leadership and proactive management of the operation will ensure the continued success of SunTran under the new contract term.

RATP Dev guarantees the availability of Ms. Miller, and our proposed Management Team and has included all resumes as an **Attachment**.

Operations and Hiring

Edward Dickens, Operations / Hiring Manager is highly motivated, dedicated, and responsible transit professional. Throughout his career, Edward has taken on progressive levels of responsibility from operator to manager, proving him a comprehensive understanding of all aspects of successful transportation management. As a member of the SunTran team since 2014, Edward is familiar with the nuances of operating the system and will continue his focus on safety and quality operations.

Maintenance Management

William Wilkinson, Maintenance Manager is newly promoted to the management role from Class A Mechanic. He is a diligent and knowledgeable maintenance leader skilled in preventive maintenance. Recommended by retired Maintenance Manager, Garry Summers, William will effectively manage crew activities and supply levels to meet routine and emergency repair needs. We are confident in William's skills and abilities to successfully maintain the SunTran fleet and promote service reliability.

Management of Data Collection and Reporting

RATP Dev recognizes the importance and accepts the responsibility of timely collection of baseline information, the timely recording/preservation of that information, and the importance of the reporting function to our clients. **Jamie Hayen, Administrative Assistant and Overseer of Data Reporting**, effectively executes her duties and responsibilities including providing administrative support to ensure efficient operation of the office. Jamie's oversight of data collection includes accounts receivable/payable, month-end reporting, payroll, human resources support, office administration, and generating reports.

2. Relationship with Corporate Management

Explain the nature of the General Manager's relationship with Corporate Management and how and with whom the City would interact with regarding Corporate Support. Provide an organization chart and staffing plan, which describe the Service Provider's proposed on-site staff distribution to accomplish this work.

Unwavering Corporate Support

As an integral part of our commitment, we provide a high level of corporate support to ensure that operations meet and exceed the standards set forth by RATP Dev and the City. Our corporate support aligns with the General Manager, Debbie Miller, and includes provisions for dedicated corporate oversight from our Regional Vice President, Steve Sherrer. Debbie and her team will continue to be directly supported by Mr. Sherrer through on-site visits and frequent communication to address delicate issues, important and time-sensitive matters, financial requests, industry advancements, and necessary changes to our operations. He is readily available to meet with the City's staff and ensure that the contract's goals are met and surpassed.

"RATP Dev has a vested interest in the ongoing success of the SunTran system. We are proud of our strong partnership with the City and of the many accomplishments that have been achieved by the SunTran team over the years. We are in the best strategic position to drive the ongoing success of SunTran and in the best geographic position to provide corporate support for SunTran. As you know, senior leadership for the east region is in the Daytona Beach area – less than two hours away from the operations and maintenance facility. I am personally excited to continue working with the City of Ocala and I know our local leadership team is excited to carry on with the continuous improvement of the SunTran operation as a whole."

~ Steve Sherrer, Regional Vice President



Arnaud Legrand – Chief Executive Officer

For over 21 years, Arnaud Legrand has directed technical teams and projects in complex transit operations, such as railway tests and aeronautical maintenance. Mr. Legrand is a leader with an impressive scope and managerial expertise. He has been a strong link and facilitator between the technical teams and manufacturing teams throughout his extensive career, producing transit services for passengers and clients. Mr. Legrand and the entire Corporate Senior Leadership team are always accessible and open to our clients.



Thierry Couturier – Chief Operating Officer

Before joining RATP Dev USA, Thierry Couturier oversaw the Operations and Maintenance of The Original London Sightseeing Tour, part of RATP Dev's Sightseeing Business Unit. With over 24 years of experience in Operation Management, Thierry is exceptionally well versed at developing safe, collaborative, and cost-effective multi-site operations, emphasizing service quality to customers and promoting continuous improvements. He holds a bachelor's degree in Commerce from the E.A.D. Business School in Paris.



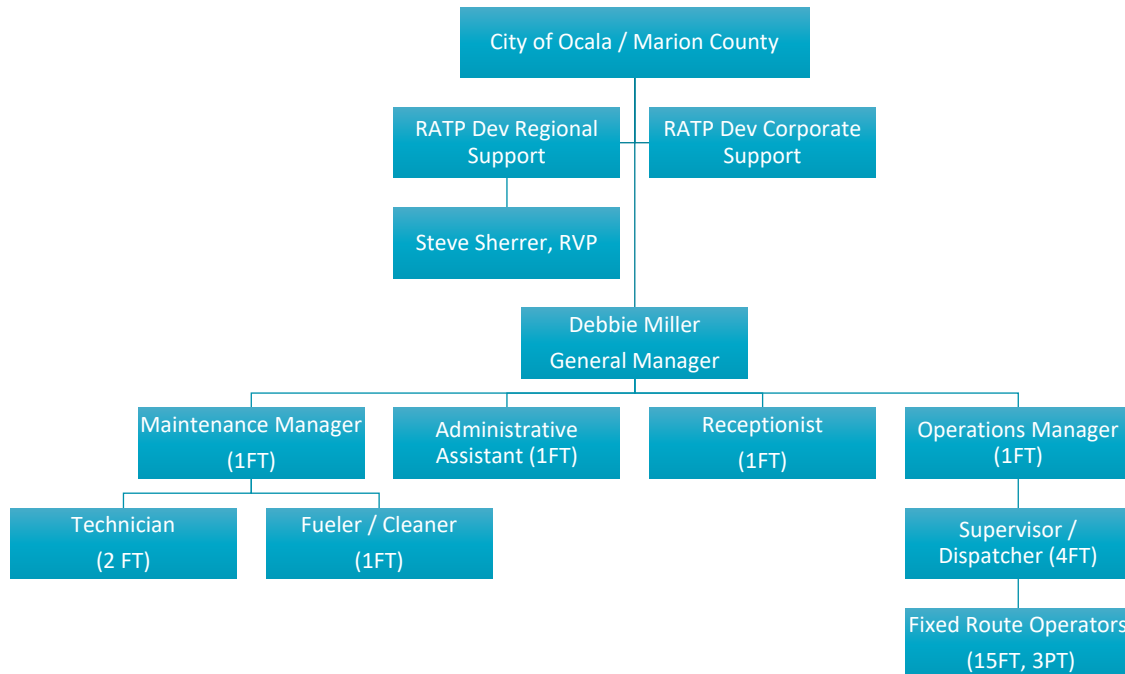
Steve Sherrer – Regional Vice President, Operations

Seeking to develop richer platforms defined by concrete goals, Steve Sherrer positively motivates his team by providing guidance and leadership from his 20+ years of experience. Mr. Sherrer started his career in transit as a paratransit scheduler in 1999. Since 2018, Mr. Sherrer has taken an active role in coaching and helping local leaders at RATP Dev system locations and the East coast address staffing challenges, On-Time Performance improvement, wage adjustments, and operational challenges. In addition, RATP Dev will also provide direct oversight support to this location through our Senior Vice President - Client Relations, Robert Smith. He will support this engagement as one of his key accounts.

3. Staffing Plan

Provide a staffing plan with a chart that indicates which partitions the time commitment of each professional staff member across the proposed tasks.

RATP Dev's organization chart illustrates our on-site staffing and lines of authority to ensure comprehensive, successful operations of SunTran services. All staff, with the exception of operators, are full time and dedicated to this service to accomplish the tasks and work outlined in the scope of services. Please also see RATP Dev's Listing of Personnel, provided in the following section.



4. Listing of Personnel for Management and Operation

This section should also quantify a listing of the number of full-time equivalent personnel by title proposed for the on-going management and operation of the system including: drivers, maintenance personnel, dispatchers, street supervisors and administrative/clerical support.

Personnel	Staffing
General Manager – Debbie Miller	1 FT
Maintenance Manager – William Wilkinson	1 FT
Operations Manager – Edward Dickens	1 FT
Administrative Assistant – Jamie Hayen	1 FT
Receptionist	1 FT
Supervisor / Dispatcher	4 FT
Technician	2 FT
Fueler / Cleaner	1 FT
Fixed Route Operators	15 FT / 3 PT

Under the new contract term, RATP Dev will provide an additional Technician, which will enhance on time performance of preventative maintenance inspections, fleet reliability, and vehicle availability. This will greatly improve the technician to vehicle ratio.

5. ASE Certifications Held by Maintenance Staff

Provide a complete listing and description of all the ASE certifications held by your maintenance staff. Include the staff persons' name, the date of that they obtained the certification, and the expiration date of their certifications.

Our current maintenance staff, led by William Wilkinson, Maintenance Manager, will be engaging in additional technician training activities to include the Transit Technician Education Program (TTEP) from the FDOT. RATP Dev's National Director of Maintenance, Stephen Gebhard, will provide additional support in assessing technician skill levels and recommend customized training programs, to assist technicians in ongoing professional development, including the achievement of ASE Certifications.

At present, William has the following certifications to support our SunTran operation:

- EPA 608 Universal & 609
- Automotive General Repair
- Tire & Lube
- Brake Specialist

6. Contract Maintenance

If contract maintenance is proposed, provide the information and qualifications of the contractor to be used.

Our maintenance department performs as much preventative maintenance and repair work in-house as possible. The factors we consider when deciding to complete work in-house or by an outside third party:

- The complexity of the repair, and availability of technicians with the necessary skills
- Availability of shop space/required special equipment
- The proximity of satisfactory outside sources
- Cost of outside contracting
- The immediacy of the need for the vehicle's return to service

If the needed repair/rebuild requires an outside vendor, our Maintenance Manager requests formal approval from the appropriate City personnel. A projected return to the service date will be kept up to date. The Maintenance Manager closely monitors all repair jobs, building incentives, and penalties into the contracts with vendors to ensure maintenance or full repairs are complete as expeditiously as possible, but not before the vehicle has been fully repaired and safe to return to service.

7. Start-Up Plan and Timeline

Provide a Start-Up plan including a timeline. Provide a list of personnel that will be available the first three weeks of service and include the duties of each person.

As we are currently managing and operating SunTran, our Start-Up Plan is much less complicated than a new Contractor. Debbie Miller, General Manager will be responsible for ensuring all policies, procedures, and plans will be in place when the new Contract begins. The personnel listed in the above Organization Chart will be in place and ready to perform their assigned duties on April 18, 2021.

8. Additional Personnel and Technical Areas

Identify any additional personnel who will be required for full-time employment on a subcontract or consultant basis. The technical areas, character and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. Provide a narrative summary describing how the organization will ensure quality service by investing in its employees. Include the organization's plans to retain quality employees.

Subcontract and Consultant Activity

RATP Dev has a Contract in place with Marion Senior Services (Marion Transit) to provide all required responsibilities for the operation of all local ADA Complementary Paratransit services. The costs for their services are passed through via direct invoices to the City. Marion Transit's mission is to provide public transportation that offers riders a high-quality, safe, reliable, and efficient paratransit experience. They give origin to destination door-to-door transportation in ADA accessible transit vehicles. Marion Transit personnel also are responsible for eligibility determination, trip reservations, and the trip schedule. Any needed consulting activities will be performed by RATP Dev executives or by our strategic partners.

RATP Dev Technical Support

RATP Dev's corporate support is unwavering and always accessible to you and your local management team throughout our Contract. As additional support and oversight, RATP Dev's local team will be provided support in the areas of Human Resources, Safety, and Maintenance. The following individuals will provide a portion of their time to ensure the smooth operation of the SunTran service:



Ken Fischer – Senior Vice President of Safety

Mr. Fischer will support local operations through a proactive approach to risk mitigation, leading to reductions in risk and safety improvements. Our Corporate Safety and Risk teams work to continuously develop and improve comprehensive risk assessments, safety tools and policies, and more effective techniques to reduce the frequency of incidents and reduce the severity of the financial impact of incidents that do occur.



Damon Tofte – Regional Safety Director

RATP Dev's Regional Safety Director, Damon Tofte has over 20 years of operations and safety experience to ensure adherence to all aspects of safety and regulatory compliance. Damon will support local operations by proactively supporting compliance monitoring and hazard identification to identify opportunities for improvement, enhance RATP Dev's safety culture, and mitigate potential risks.



Karyn Bess – Regional Human Resources Director

Karyn Bess, Regional Human Resources Director supports our locations with over 10 years of human resource and operations experience. In this role, Karyn engages in a spectrum of activities to support our locations, including SunTran operations. Karyn will provide management and oversight of HR programs, execution of organizational effectiveness, staffing, employee and labor relations, performance management, employment practices, compensation and benefits, and HR communication.



Stephen Gebhard – National Maintenance Director

Since 1981, Stephen Gebhard has been a dedicated transit industry professional with a focus in maintenance excellence. As National Maintenance Director for RATP Dev, Stephen will partner closely with our SunTran maintenance team to bring RATP Dev's best-in-class maintenance programs and initiatives to the SunTran fleet.

Quality Service Through Employee Investment

Investing in Our Employees

RATP Dev works diligently to provide a rewarding and motivating work environment for all personnel, utilizing many techniques to enhance the environment, promote trust, and support positive employee morale. These techniques are categorized in two ways: corporate culture and special programs. RATP Dev strives to create a corporate culture that promotes open communication, proactive decision-making, and active participation by all employees. Special programs, like "Grow Our Own," reward exemplary employee performance.

Promotion via Employee Growth and Development

At RATP Dev, our professional development programs focus on helping people at every level of their career identify and hone their strengths to do their best work every day. From frontline employees to senior leaders, we believe there's always room to learn. We offer opportunities to help sharpen skills in addition to hands-on experience in the real world. From on-the-job learning experiences to formal development programs at RATP Dev, our employees have various opportunities to continue to grow throughout their careers. As an employee shows signs of improvement, promotions are achievable. RATP Dev USA will promote employees based on their performance and workplace conduct, such as:

- Experience in the job or tenure
- High-performance level in a recent review cycle
- A skillset that matches the minimum requirements of the new role
- Personal motivation and willingness for a change in responsibilities



Professional Development through Grow Our Own Program

RATP Dev's Grow Our Own Supervisor Development Program is a six-month professional development program designed for those who lead at the supervisor level. In this program, participants learn together to develop skills that align with the Company's Leadership Model for Success's core competencies. Participants meet once per month for training sessions typically scheduled for approximately 2-3 hours. Content is

delivered via blended learning methods, including in-person facilitated workshops, online coursework, prework assignments, post-training activities, and self-reflection and evaluation.

9. Labor Union Membership and Work Stoppage

Identify if your company or any of your personnel are members of a labor union. Indicate if you have ever been involved in a work stoppage and what steps were taken to resume service and in what timeframe.

RATP Dev's corporate and management personnel are not members of a labor union. In the 49-year history of RATP Dev USA, providing transit management services, only two negotiations have resulted in strikes. Both were short and concluded with minimal interruption of service to the public. The final terms and conditions were no more favorable to the Union than our best and last offer at the bargaining table. Our executives will work cooperatively with the City to design policies and procedures to mitigate any labor strike impacts or a severe labor shortage.

D. Operation and Maintenance Methodology

This section should convey a clear understanding of the nature of the services your firm can provide as it related to Exhibit A – Scope of Services.

Every day, residents rely on SunTran to get from Point A to Point B. But at RATP Dev, we know that exceptional transit is more than just efficiently moving people from the point of origin to destination; it is about creating an enjoyable journey. By closely supervising all aspects of SunTran operations, we create an outstanding transit experience for every rider. We bring innovative solutions to communications technology, on-time service, maintenance, and community engagement.

RATP Dev is committed to operating SunTran with a particular focus on employee development. Our management approach includes three key elements:

- **Hands-on** – From answering customer calls to operating our services, employees will be responsive and customer-focused.
- **Visible** – Management staff will be available and present at SunTran facilities, whether in the break room, talking with operators, taking part in maintenance shop walkthroughs, or engaging with technicians and service workers.
- **Collaborative** – We will establish a good rapport with the City and SunTran, customers, stakeholders, and community groups on ADA services issues to safety and scheduling.

RATP Dev USA will ensure that the City continues to receive:

- Client-focused partners who promote the City's goals as the benchmark for success.
- Respectful, empathetic performance from employees, acknowledging that the work performed by frontline workers is fundamental to meeting goals.
- Transparent, responsive, and involved staff – with community and customers.
- Clear and honest communication.

Our approach to managing and operating SunTran is to leverage local talent and leadership's knowledge and best practices to provide the safest, most efficient, customer-oriented transit service possible for the City, Marion County, and SunTran customers. RATP Dev, our executives, and our General Manager for this project have read the Scope of Work and accept all responsibilities of the Contractor. Our daily efforts will meet or exceed local performance standards.

Debbie Miller, General Manager, holds weekly meetings with management and supervision to ensure effective, efficient SunTran operations. Sessions include a review of any issues or incidents/accidents from the previous or current week and implementation of immediate corrective action(s), as well as on-time performance checks, with recommended adjustments if needed. To ensure adherence to operational policies and standard operating procedures, our local management monitors employee performance using the following:

- A review of daily and monthly reports, including dispatcher/ radio reports, accident reports/logs, supervision reports, on-time performance, and ridership reports.

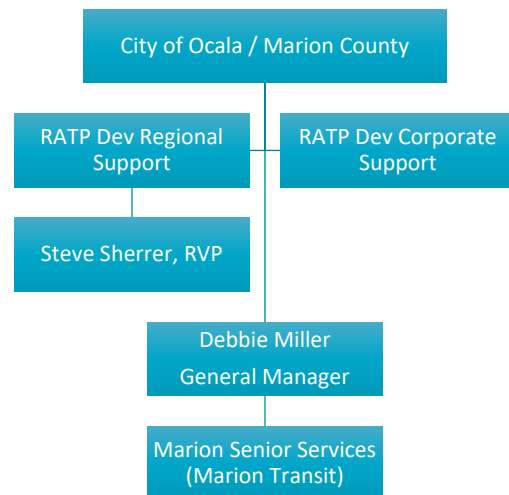


- Regular meetings with staff and supervisors.
- A regular review of customer service complaints and recommendations.
- Performance evaluations and monitoring of all Operators and Road Supervisors/Dispatchers.
 - **Gate Checks** – management will perform monthly gate checks during roll-out, measuring performance issues that impact service and quality. Management will use a checklist to record the exterior and interior vehicle condition and cleanliness, Operator appearance, on-time status, and other observable items. This data will help to measure performance and identify areas for improvement. The visibility of this team will also reinforce the dynamic nature of management.
 - **Ride Checks** – Road Supervisors perform an Operator ride check each month for review. The ride checks identify areas that need improvement and employees who deserve praise.

1. Organizational Chart

Include an organization chart showing proposed relationship among proposer’s staff as well as any other parties that may have significant role in the delivery of services.

Debbie Miller, General Manager will continue to be instrumental as the liaison and direct manager of RATP Dev’s partnership with the City of Ocala and Marion County. As the main contact for all services, she will continue to provide guidance and direction for both her local team and subcontractor, Marion Senior Services (Marion Transit). Debbie will remain dedicated to the successful operation of SunTran, and readily available to the City for any operational needs.



2. Facilities for the Service

Provide the location, address, size, and detailed description of all facilities that will be used in conjunction with the Service.

RATP Dev will provide the requested SunTran services solely from the provided Administration and Maintenance Facility at 1805 NE 30th Ave, Building 900, Ocala, Florida 34471.

3. Support Vehicles, Safety Program, Complaint Resolution, and Data Reporting

List any support vehicles your company might need. Describe your firm’s ongoing safety program for the service and how you resolve customer/client complaints. Please explain how your company intends to maintain proper data reporting.

Support Vehicles

No additional vehicles are needed at this time beyond what is supplied by the City.

Safety Program

Safety and Security (SMS) Proactive Safety Management System – drive2zero™

Currently in place at SunTran, RATP Dev’s Safety Management System, drive2zero™ addresses and controls risk in our operations through the creation of a positive safety culture. drive2zero™ is based on a proactive approach to achieve a ‘predictive’ safety system, through a systematic approach to determine and minimize operational risks. The four pillars of our SMS are:



- **Safety Policy** – setting objectives, assigning responsibilities, and establishing safety performance standards.
- **Risk Management** – managing hazards by identifying, evaluating, documenting, eliminating or controlling risk



- **Safety Assurance** – accessing, gathering, and analyzing data to determine safety risk controls and corrective actions
- **Safety Promotion** – providing safety education, training, and communication to maintain awareness and create a positive safety culture

Our goal is to help operators understand how to eliminate poor driving habits and improve their driving acumen, resulting in driving accidents and risk to zero. With drive2zero™, we are putting a proactive system in place to manage events before they become an incident. To enable this framework, drive2zero™ begins with a safety culture and includes the software solutions and technologies detailed below. It is a three-year plan, with four significant milestones:

Safety Technology

RATP Dev's drive2zero™ program combines a variety of safety technologies to collect data and support our analysis of SunTran location safety. Key components include:

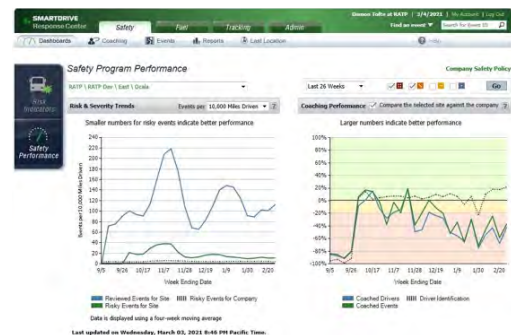
- Document Control – Allows on-line retrieval of company documentation using approved devices.
- Audit and Corrective Action Management – Manages the complete audit lifecycle including scheduling, resourcing, preparing, conducting, reporting, action management, follow up and closure.
- Incident, Accident and Near Miss Reporting – Configures the information to capture, course of action required, investigation, and action management to conclusion and remedy.
- Risk Management – Supports identification of risks, assists in quantifying safety data, mitigates, and communicates risks, exposure, and control effectiveness.
- Action Tracking – Captures comprehensive information on actions and tasks to empower management to work actions through to completion.
- Workflow Management - Define templates to successfully determine how to address a given situation.
- Location Monitors - Adds safety performance metrics to the homepage providing visual insights and a means for accessing the location records, actions, and overdue work.
- Dashboards - Creates custom dashboards of specific, relevant location information.
- Business Intelligence (BI) - Provides company-wide safety metrics to assist in understanding how a location is performing, identify areas for improvement, and to automate routine reports required by clients, management, and regulators.

SmartDrive Technology: Identifying, Logging, and Correcting Driving Anomalies

SmartDrive is implemented on SunTran's fleet as a part of our drive2zero™ solution. Every vehicle is equipped with SF3 cameras and telematics technology that launches camera recording when triggered by an action deemed inconsistent with safe driving practices. Our SmartDrive System actively captures, in real-time, a broad spectrum of information to help identify all attributes of risk such as:

- Unsafe braking, railroad crossing, lane departure, incomplete stop at light or stop sign adherence
- Collisions or Near Collisions
- Distracted driving, including fatigue monitoring

Video footage and telematics are reviewed within 24 hours at an off-station location by a team of experienced risk professionals where each event is scored and classified against different levels of risks. Each month, 10 drivers are coached on observed issues to promote continuous improvement in driving behavior. SmartDrive's identification of coaching opportunities allows us to proactively reduce incidents while engaging our operators for continuous safety awareness. This opportunity for safety awareness, self-improvement, and performance growth has been welcomed at our location.



SmartDrive Dashboards

Our SMS provides weekly SmartDrive dashboards. These dashboards gather the following KPIs:

- Safety Score – Measures the observed risk associated with driving behaviors over four weeks.
- Percent of Events Coached – Tracks the percent of events coached within 28 days of being queued. A higher value reflects timely, prompt coaching performance.
- Coaching Impact on Score – Illustrates the percentage change in Safety Score that can be attributed to coaching, calculated from the percentage difference between a coaching session and the four weeks after a coaching session.

Complaint Resolution

Incoming calls relating to Service Reports will be transferred to Operations (Dispatch or Manager) for processing. Operations may accept the call or return the call as soon as possible. Operations will complete the front page of the Service Report making sure all information is correct. A log number will be assigned to the Service Report and entered in the Service Report Log on Excel book by the Receptionist (On Share Drive). Edward Dickens, Operations Manager will complete the "Resolution" section of the report and forward it to Debbie Miller, General Manager for signature. After all appropriate sections of the report are complete, Edward or Debbie will sign off. Edward will contact the complainant to inform him/her of the outcome. A copy of the report is kept for reference. The timeframe for this process is 72 hours.

Data Reporting

RATP Dev believes a sound management information system is crucial because it plays a significant role in the effective monitoring of all operations. SunTran information is collected and entered daily, so the year-to-date database is current, and the daily/weekly reports are reflective of the agency's real-time status. RATP Dev will continue to have the necessary data and reports completed promptly to meet all the requirements of the City, National Transit Database (NTD), the Federal Transit Administration (FTA), and the Florida Department of Transportation (FDOT).

RATP Dev data reporting is specifically designed for each system and includes information needed by the members of the client's governing bodies and staff. Operational data is always available for clients. Depending on the system, reports are submitted to clients daily, weekly, monthly, quarterly, and annually.

4. Action Plan for Compliance with City Requirements

Describe in detail your action plan to comply with the City's requirements regarding fare collection, security, reconciliation, and on-board security.

Fare Collection, Security, Reconciliation, and On-Board Security

RATP Dev employs best practices to ensure the safety and security of all revenue and fares received. Policies regarding fare collection, security, accounting, and cash handling are held to the strictest standards to carefully protect all monetary assets.

Fareboxes are dropped daily, with the identification number checked and recorded. Two authorized staff members and the operator must be present to ensure accountability and accuracy. The farebox is inspected to ensure that there has been no tampering and placed in a secure vault for processing. Once all fare boxes are dropped, inspected, and placed in the vault, the vault is secured.

The next business day, two authorized staff members who were not present at the drop open the vault make sure all fare boxes are accounted for, compare the box numbers to the record, and examine the boxes for tampering. Once opened in a secure location, the employees count the fare by box and prepare the daily deposit. They place the daily deposit in a sealed bank bag and transfer it to the bank.

Careful attention is paid to ridership counts daily by bus to ensure that fares collected match that revenue vehicle's ridership. Our policy calls for operators never to handle cash. Operators who do so are subject to severe disciplinary action, including immediate dismissal. We train operators to immediately report malfunctioning fare boxes and dispatch/maintenance to immediately respond to correct the problem or

trade out the vehicle. If a farebox is broken, the operator is instructed to allow customers to ride for free until the issue can be resolved rather than handling cash.

RATP Dev investigates all irregularities to address each issue, and take immediate action if necessary, to ensure our accounting and cash handling system is secure.

5. COVID Related Policies

Provide your COVID related policies.

COVID-19 Response and Reset Plans

RATP Dev has developed strategies, resources, and vendors, to support our transit systems through COVID-19 and transition post-COVID-19. We understand the importance of minimizing risk and creating a safe environment for our passengers and employees during these unprecedented times. Our proactive emergency readiness and COVID-19 reset plans are designed to ensure procedures are in place to enable SunTran to continue transit operations safely during uncertain conditions.

RATP Dev's COVID-19 Best Practice Guide, combines input from public health, medical, and transit experts. As an evolving risk for transit and rail agencies, COVID-19 response is incorporated into our Safety Management System (SMS). For continuous assessment, RATP Dev has implemented the following criteria: 1) Evaluating hazards and system changes for risk; 2) Keeping up with the pandemic's impacts on the transit environment; and 3) Making changes that may bring risk tradeoffs to mitigate and minimize exposure.

The Best Practice Guide is considered a living document and is adjusted as new best practices or sound medical information becomes available. The information contained in the Guide is sourced from leading experts on COVID-19 and transit operations, including the American Public Transit Association (APTA), the Centers for Disease Control and Prevention (CDC), the World Health Organization (WHO), United States Federal Transit Administration (FTA), The United States Environmental Protection Agency (EPA), CBRE Inc. (Commercial Real Estate) and through the help of many internal RATP Dev USA employees.

Supporting SunTran Operations

Locally, we initiated new cleaning, sanitizing, and disinfecting procedures for equipment and the facility. This is done with a dedicated staff 6-days a week. In addition, new SOPs were put into place to perform additional steps to better clean and sanitize the buses and facility for our maintenance personnel. Some other highlights of our COVID-19 response for SunTran include:

- Proactively approached the pandemic with SOPs for Staff along with critical postings on all vehicles.
- We follow the CDC guidelines, taking immediate action as updates are communicated. Both Operators and Passengers follow the Mask Mandate.
- Our Bus Servicer provides daily cleaning and sanitizing of the equipment and facility. In addition, the Operators wipe down high touch areas in the buses at minimum, every other hour.
- Reduced service levels during the peak of COVID-19 with the client's approval. (April & May). With a return to regular service hours June 01, 2020.
- Performed a Public Service Announcement (PSA) for the client, which was published on their website during the COVID-19 Pandemic

As a result of our commitment to safety precautions, there have been no confirmed cases of COVID-19 directly related to the transit operation. As we enter new phases of the pandemic, our teams have continued to show their resiliency and innovative spirit as we re-imagine transit post-COVID-19. We stand together now and, in the future, as we continue to support our transit agencies through their evolving challenges and successes.

6. Drug Testing Policy and Program

Explain your drug testing policy and program.

RATP Dev has established a Zero Tolerance Substance Abuse Policy Statement in accordance with 49 C.F.R. Part 32 and a substance abuse management and testing program in accordance with 49 C.F.R. Parts 40 and

655, October 1, 2009. Debbie Miller, General Manager is responsible for ensuring the daily implementation of a drug and alcohol testing program for all safety-sensitive employees. Our policy:

- Ensures that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner.
- Creates a workplace environment free from the adverse effects of drug and alcohol abuse or misuse.
- Prohibits the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances.
- Encourages employees to seek professional assistance when substance abuse adversely affects their ability to perform their assigned duties.

All employees are required to pass both a drug and alcohol test before employment with RATP Dev. All drug and alcohol testing are conducted by a designated DOT-certified collection site(s) and laboratories. In all cases, proper chain-of-custody guidelines are followed, and DOT requirements are met. We have a DOT-compliant drug and alcohol testing program based on a random selection process generated by DOT-approved computer software and administered by a third party.

7. Vehicle Breakdowns, On-Street Supervision, Staging, and Preventative Maintenance

Explain how your company will respond to vehicle breakdowns including your plan for on-street supervision, staging of extra vehicles and drivers and preventative maintenance of revenue vehicles.

Response to Vehicle Breakdowns

RATP Dev views vehicle breakdowns primarily as service interruptions, and the first consideration is the restoration of service with minimum passenger delay. We use the most expeditious method to restore service in the event of vehicle failure, factored by the vehicle's location and nature of the failure. If the failure prevents the vehicle's safe operation, a replacement is dispatched to the scene immediately. Our customer-oriented approach requires scheduling repairs and inspections so that additional revenue vehicles are available for immediate service during all hours of operation and personnel available to deliver them. If the failure does not prevent safe vehicle operation, the repair may be completed at a scheduled layover point.

At RATP Dev, we strive to avoid road calls through our Preventative Maintenance Program; however, they do occur and must be handled efficiently. The following is our road call response checklist:

- 1) Operator contacts the Dispatcher about a defective vehicle.
- 2) The specific information is shared with the on-duty Technician.
- 3) If insufficient information, maintenance supervision may be transferred directly to Operator.
- 4) When sufficient information is gathered, a determination is made if bus exchange is required.
- 5) Maintenance informs the Operator of the resolution.
- 6) If no vehicle exchange is needed, the incident is closed, and a work order initiated as required; a work order is prepared whether a defect is found or not.
- 7) If a vehicle exchange is required, a Technician is sent to the site of the defective vehicle.
- 8) Vehicle exchange occurs in the timeliest manner to minimize service delays.
- 9) The responding Technician converts the incident into a Work Order.
- 10) The vehicle exchange is made. Technician confirms with Operator defect and symptoms/problem.
- 11) Technician diagnoses vehicle defect and repairs defect.
- 12) Work Order is updated with all information and notes to confirm repair and troubleshooting procedure followed.
- 13) Work Order is closed when required repairs are made, and the vehicle is road tested.
- 14) A road call report is prepared if the vehicle is changed out or repaired and immediately returned to service.

As soon as dispatch is notified of the need for a road call, he/she sends the nearest road supervisor to assist the operator and passengers. Depending on the vehicle defect, time of day, or location, either the responding technician or an extraboard operator will drive the replacement bus to the road call site. The operator who called in the road call will continue the trip as soon as possible, avoiding any further customer delay.

On-Street Supervision

RATP Dev's Road Supervision plan requires that all Supervisors be fully trained to solve on-street issues that may arise throughout daily SunTran services. Their primary role is to support the Operator, spending most of their work hours in the field observing and assisting Operators on shift. Our Supervisors' daily field duties include assisting customers and Operators, monitoring daily service, ensuring adherence to SunTran rules, guidelines, reporting and correcting problems, supervising activities at accident scenes, perform investigation as directed, monitoring on-time performance, and closely monitoring all radio communications.

Supervisors administer progressive discipline for poor performance, leading to termination if the behavior is not corrected. All activities are documented on the supervisor's daily report. Supervisors are expected to conduct random ride-along, field and ride checks, virtual ride checks through the onboard camera system and respond to all situations as required.

Effectively Managing Extraboard Staffing

RATP Dev's local management and supervision ensure enough available Operators by maintaining a fully staffed and efficiently managed Operator Extraboard. These Operators are ready to step in to take a full or partial run in the case of Operator absences or other service disruption issues. The number of Extraboard Operators on-duty depends on the day of the week, and the amount of service being operated varies by time of day. Our local supervision coordinates and verifies the daily assignment of Operators for regular shift replacement or reassignment.

RATP Dev's systems range from five to 300 buses, so we utilize different methods to ensure all daily runs have an Operator assigned. For smaller systems, the Operators who do not get assigned any regular runs are placed on the Extraboard. For our more extensive systems, Operators are given a choice to be on the Extraboard during the run bid process. All Extraboard Operators are trained on all routes to cover any open route for the given day. The most significant benefit of being assigned to the Extraboard is the Operators generally, if not always, make extra hours and are better compensated.

All Operators assigned to the Extraboard are thoroughly trained to operate all SunTran routes. The Extraboard will be managed throughout the day so that replacement Operators are available as needed. Road calls or downed vehicles and other service interruptions are inconveniences for customers and must be handled as efficiently as possible. As soon as dispatch is notified of a mechanical breakdown or severe service delay, the closest Dispatcher/Supervisor or an Extraboard Operator with a replacement bus will be dispatched to continue the trip and avoid customer delay. Our operational methodology is focused on responsive supervision and proven transit solutions tailored to local challenges.

Preventative Maintenance of Revenue Vehicles

RATP Dev's Maintenance team, led by William Wilkinson, Maintenance Manager, provides comprehensive oversight and management of all maintenance activities to ensure the quality of your fleet. Since beginning at SunTran in 2020, William has knowledge of the scope of services, contract requirements, and the intricacies of the SunTran fleet for the success of your operation.

Preventative Maintenance Schedules and Procedures

RATP Dev's Preventative Maintenance Plan (PMP) adheres to industry-leading best practices in full compliance with federal, state, and local requirements. All components on each bus, including those added during the term of this Contract, are covered under our PMP. The requirements and schedules will be based on the component manufacturers' recommendations for servicing and repairs.

The best way to minimize road failures and vehicle downtime is by making timely repairs during preventative maintenance cycles and pre-trip inspections. RATP Dev uses the IMaint maintenance management software

to record and track all maintenance activities. All the vehicle specifications, mileage, and inspection timing are entered into the IMaint software. Vehicle inspections will be performed within 10% of the regular preventative maintenance inspection (PMI) target or schedule set in the IMaint software. For all diesel buses, PMIs are performed at intervals of 6,000 miles. For all gasoline cutaways, PMIs are performed at intervals of 5,000 miles. Our maintenance personnel are trained to follow the PMI checklist forms for each vehicle type.

Every PMI for revenue vehicles includes:

- Change of engine oil and fuel filter
- Check/Inspection of the air filter and dryer
- Inspections of the wheelchair lift/ramp and tie-downs, to include complete cycling of the lift/ramp to ensure proper operation
- Performance of all Original Equipment Manufacturer (OEM) recommended procedures
- Appropriate inspection and maintenance of the vehicle's HVAC system per OEM requirements
- Ensure timely repair of defects uncovered during scheduled PM and pre-trip inspections

The PMI forms we utilize incorporate the most thorough checks or inspection procedures for each vehicle type in the fleet. Our Maintenance Manager adjusts the PMI timing intervals for each vehicle type after closely reviewing the monthly mileage history for these vehicles.

8. Quality Control Programs

Describe internal (on-site) and corporate quality control programs designed to ensure that service performance standards are met.

To ensure high-quality and cost-effective service, we have a clear philosophy – continuous improvement. We are constantly trying to improve performance levels in operations, customer service, vehicle cleanliness, personnel appearance, and safety. RATP Dev tailored a set of Standard Operating Procedures (SOPs) for SunTran and embedded them into your daily operations. By adhering to our SOPs, unfavorable trends and challenges can be prevented or quickly addressed. Our corporate personnel rely on the SOPs to conduct regular performance reviews. This includes changes, improvements, or potential implementation of new technological advancements. Our approach includes:

- Daily supervision and inspection
- Regular reporting to client
- Quarterly on-site visits by Corporate Executives
- On-site audits by corporate staff.

Mr. Steve Sherrer, Regional Vice President, will implement and adhere to our quality assurance program and procedures to ensure all stated performance standards are met. All performance specifications outlined in the RFP will be strictly followed to provide the highest possible service level. We intend to meet or exceed your standard performance expectations every day.

RATP Dev is proactive, which guarantees reliable services are provided, service interruptions are prevented or minimized, and Operators are appropriately supported in the provision of their duties. Our goal is three-fold: on-time performance, safe operation, and exemplary customer service. To ensure operators are providing the highest level of service, Supervisors will identify and record the following Operator behaviors and provide training if necessary:

- Operating vehicles promptly
- Exhibiting safe driving patterns and observing traffic laws
- Using proper driving protocol
- Practicing safe driving habits (driving with a seat belt, proper interaction with passengers, adequate radio communication)
- Accepting and checking for proper fare from customers
- Adherence to the mandatory uniform/appearance policies
- Treating customers with courtesy and respect
- Adherence to ADA and established customer service policies



9. Driver Hiring, Training, Retraining, and Evaluation

Include a detailed description of driver hiring, training, retraining, and evaluation processes including minimum driver qualifications and pre-employment criteria.

Employee Hiring

RATP Dev's HR Policy is part of our overarching plan "Performing & Teaming," which forms the basis of our Human Resources Management System. This embodies our way of working together, with a focus on three main challenges to hire and retain employees: Attract; Develop; Retain and Reward. For RATP Dev employees, this is synonymous with high standards and transparency in management, an annual assessment targeting continuous improvement, and professional development.

RATP Dev places a strong emphasis on recruiting quality candidates who are interested in remaining with the service and our company. Local outreach by our key management team is supported by RATP Dev regional and corporate HR departments to provide comprehensive recruitment efforts. Upon hire, we promote regular dialogue between employee and manager, create individualized career plans, and invite each employee to be an active participant in his or her own career development. From hiring to retention, by managing individual employee performance, we support the success of the team and operation.



"I strongly believe that each individual employee directly contributes to SunTran's overall growth and success through his/her professionalism, knowledge, skills, support and leadership. I hope you will take pride in being a member of our team."

~ Deborah Miller, General Manager

Training Program

We recognize that each property and client is distinctive and has varying standards and expectations. RATP Dev utilizes our successful, standard training program as a base and has customized the courses to reflect the City's expectations for excellence. Our course for new Operators involves a thorough examination of the rules and regulations, policies and procedures, and procedures for safe operation of SunTran service. Courses focus on the development of basic skills needed to operate SunTran vehicles, customer service skills, and defensive driving techniques. All Operators are expected to:

- Work cooperatively with all personnel, vendors, the public, and any other person with whom they come in contact during employment
- Handle all job responsibilities in a manner that meets organizational standards
- Discuss any concerns about any aspect of their employment with their assigned supervisor
- Accept responsibility for all work, including errors, without blaming others
- Give feedback to help create a positive work climate.

New Employee Class Plans

Participants	Course Content Classroom and Behind-the-Wheel
Operator	Course Length 120 hours
	<ul style="list-style-type: none"> ▪ Sensitivity training serving people with disabilities / ADA regulations and proper wheelchair securement ▪ Florida and local traffic rules and regulations ▪ Employee rule book provisions and uniform requirements ▪ Collision prevention, defensive driving, and the concept of preventable accidents ▪ Dealing effectively with customers ▪ Emergency and accidents handling procedures ▪ Policies and requirements for completed trips, on-time performance, and service performance ▪ Pre-trip inspection and defect reporting ▪ Bus maneuvers, including acceleration, deceleration, and turning / Clearances and curbside stops ▪ Operation of all controls, lights, and gauges ▪ Location and use of safety equipment / First Aid ▪ Application of defensive driving techniques



- Wheelchair lifts and other accessibility devices and securements
- Revenue service operation with the veteran operator
- Radio communication procedures / Fares and farebox procedures

Participants	Course Content
Road Supervisor/ Dispatcher	Course Length 40 hours
<ul style="list-style-type: none"> ▪ Operator management, counseling, and motivation ▪ Policy compliance and administration of proper discipline ▪ Proper onboard technology and farebox usage, and troubleshooting ▪ Accident/incident response and investigation procedures ▪ Proper reporting and documentation, Radio console usage, and Schedule compliance 	

Retraining Program

RATP Dev provides eight (8) hours of standard annual training, in addition to regular safety meetings. We also provide operator retraining classes, as needed, for the following:

- Preventable Accidents – Operators who have been charged with a preventable accident will receive defensive driving re-training and an on-board evaluation.
- Non-Preventable Accidents – Operators who are charged with 2 non-preventable accidents will receive defensive driving re-training and an on-board evaluation.
- Customer Service – Personnel who are charged with three or more verified customer service complaints within a year will receive customer service re-training.
- ADA Violations – Personnel who are found to violate ADA policies and/or procedures receive counseling, discipline, and re-training. Operators failing to follow correct policies and procedures and specifically ADA policies and procedures will undergo four (4) hours of training on the basics of ADA and company policies and procedures. If an Operator is experiencing problems with ADA policies and procedures a Dispatch Supervisor will go through a review of ADA policies with him or her.

Evaluation Processes

Minimum Driver Qualifications

In addition to the Applicant Screening and Selection Criteria described below, drivers must also meet the following minimum qualification requirements:

- Must be at least 21 years of age
- Must successfully pass a DOT physical examination; a pre-employment and, if hired, random drug screenings
- Must not have received more than (2) traffic moving violations in the last year
- Must not have received a DWI or DUI within the previous (10) years
- Must possess a high school diploma or GED; OR Three to six months related experience; OR Combination of education and experience

Pre-Employment Criteria

RATP Dev carefully screens and selects candidates through a multi-level interview process which includes:

- In-person interview
- Criminal background check
- Drug screening
- DOT physical
- Employment reference checks

Engaging in two-way dialogue when conducting in-person interviews allows an opportunity to assess communication skills and ensures applicants can converse effectively with dispatch, our clients, and the public. At the interview time, candidates are asked to complete several employment application documents, which ensures that all candidates can read and write. When interviewing management candidates, we also screen for "culture fit" utilizing our Leadership-Culture Interview Guide. As a result of our careful screening and selection process, we experience low turnover and improved company culture.



Retraining and Refresher Training

To ensure operations run smoothly, RATP Dev enforces a strict refresher training process. All personnel will receive at least eight hours of refresher training annually. The refresher training is tailored to specific job classifications and designed to address system or performance needs when administered. It includes criteria for determining the success of the initial training program and previous refresher training efforts. Customer and accident/incident reports are reviewed to determine if employees are using their techniques. Our local management will closely monitor this training. The refresher training for Supervisors will include any changes to the CBA, reminders of SunTran and ADA policies and procedures, accident response/investigation techniques, sensitivity training, and employee/passenger relations skills.

10. Driver Route Assignment

Describe how drivers will be assigned to specific routes to ensure continuity and local knowledge to riders.

Every six months, the operators participate in a sign-up (called a run-cut), which allows them to bid on different workpieces. The sign-up is based on seniority. These workpieces are broken up by day and "block" (6 Blocks = 6 Routes). All Operators on blocks 1-4 will serve all four quadrants of Ocala (NE, SE, SW, NW) every two hours and twenty minutes. Blocks 5 and 6 are independent routes. Operators will know all the routes before being released from training. This system provides continuity and ensures that Operators are knowledgeable of the bus system.

11. Technician Hiring, Training, and Retraining

Include a detailed description of mechanic hiring, training and retraining processes including minimum mechanic qualifications and trade certifications.

As described above, RATP Dev engages in proven hiring and screening processes to ensure the best candidates for our team in support of the SunTran service. RATP Dev's Maintenance Policy Manual covers all aspects of technician training and safety, specific to the SunTran facility. Further, RATP Dev will be engaging in additional technician training activities to include the Transit Technician Education Program (TTEP) from the FDOT as well as assisting technicians in ongoing professional development, including the achievement of ASE Certifications. A summary of technician training includes:

Participants	Course Content
Technician	Course Length 40 hours
	<ul style="list-style-type: none"> ▪ RATP Dev Maintenance Policies and Procedures ▪ Original Equipment Manufacturers Training on the different vehicles and components in the fleet ▪ Preventative Maintenance Program / Vehicle safety and repair responsibilities ▪ Proper use of equipment and facilities/ Accurate reporting and documentation requirements ▪ Proper fueling facility usage

Participants	Course Content
Service Worker	Course Length 40 hours
	<ul style="list-style-type: none"> ▪ RATP Dev maintenance policies and procedures ▪ Familiarity with the different vehicles and components in the fleet ▪ Daily cleaning/maintenance procedures / Proper use of equipment and facilities ▪ Proper fueling facility usage

Please note that the 40 hours does not include training on actual vehicle operation. If the new hire does not already have their Florida Commercial Driver's License (CDL), they will participate in a modified version of the new-hire operator training.

Retraining and Refresher Training

All maintenance employees will receive at least eight hours of training annually. The refresher training will be tailored to the employee's specific job classification. It includes a review of repair times, proper equipment/tool usage, and correct safety procedures. The training will also address improving efficiencies in

maintenance checks and repairs and any new information from the manufacturer(s). All refresher training will include proper fueling and facility use, and safety reminders.

Minimum Technician Qualifications and Trade Certifications

RATP Dev's minimum qualifications for technicians' range based on class level and skill required by the client. Specific to SunTran, RATP Dev will provide an additional technician under the new contract, who will meet the following minimum qualifications:

- Five or more years of experience maintaining diesel- or gasoline-powered equipment and other vehicle systems such as electrical, suspensions, brakes, HVAC, and transmission
- Or, formal maintenance education (certificate program or Associates degree) plus two years of experience in the trade

12. Maintaining the Service Area and Parts Department

Explain your process to maintain the service area and parts department

Our local maintenance personnel continuously maintain the SunTran service area and parts department in a clean and orderly condition. Maintenance will include daily cleaning as well as any needed troubleshooting, servicing, or repairs. The service area and parts department are kept clean, dry, and free of waste, unnecessary material, oil, and grease. All parts and servicing information is entered and tracked in the IMaint software. We employ the following inventory strategies at SunTran:

- Parts pricing is tracked daily, and partnerships with vendors are cultivated – Our Maintenance Manager works with vendors as often as possible to help reduce costs.
- Conduct continuous cycle counts (mini audits) on inventory and perform a full storeroom audit each year. Obsolete inventory is removed as quickly as possible.

At SunTran, we use only Original Equipment Manufacturer (OEM) quality parts and meet or exceed all OEM recommendations for repair procedures and parts. This ensures that SunTran buses remain in revenue service, providing maximum reliability for passengers and assuring warranties' maintenance.

13. Vehicle Cleaning Program

Provide a detailed description of your company's vehicle cleaning program and the number of service vehicles that will be needed.

Upon returning to the base, all drivers must park their vehicles in the appropriate area or designated spaces. Maintenance personnel will be responsible for moving vehicles from parking areas to the service lane when necessary. Personnel responsible for moving vehicles must be adequately trained on the specific vehicles they will operate, including all appropriate safety procedures. All appropriate Personal Protective Equipment will be used according to the cleaning product manufacturers Safety Data Sheet (SDS) guidelines. Cleaning materials (Rags/disposable towels) will only be used on one vehicle and must either be discarded or replaced with clean products.

The Maintenance Department will issue a blank Daily Cleaning Report to the cleaning personnel (RATP Dev employees or contracted employees) assigned to this activity each day. These individuals will perform the procedures listed below and record all results. All trash/personal items are removed from the vehicle.

- All tight and hard-to-reach spots on the floor are swept, and the entire vehicle is vacuumed out, including the seats.
- All handrails and walls are wiped down with a rag and cleaning solution.
- Interior side windows and windshield are cleaned.
- All floors are washed with an approved environmentally friendly cleaning solution.
- All graffiti is removed as well as gum, sticker, etc.
- The exterior is cleaned using a self-propelled vertical bus wash which uses a spinning brush and soap to remove dirt and debris.
- Once a month, each vehicle is "Super Cleaned," which includes everything above and a complete detailing inside and out.

Please also see section 5. COVID Related Policies for additional information.

E. Financial Sustainability

Provide the latest financial yearly statement and one (1) or more references that can attest to the firm's financial stability and whether or not the Proposer (and/or predecessor and guarantor) has declared bankruptcy within the last five years.

RATP Dev has provided urban fixed-route bus services in the United States since 1972 and has been operating SunTran in Ocala since 1998. As a reflection of our financial condition, RATP Dev has never had a situation where the company, an executive, or manager was debarred, disqualified, or removed from a federal, state, or local government public transportation project. The company does not have any bankruptcy, pending litigation, or planned office closures that will impede the project's ability. RATP Dev USA, Inc. maintains business relationships with several major banking institutions in the United States and abroad. The documents provided within this proposal represent the acceptable documentation to substantiate RATP Dev's current favorable financial condition. Provided under **separate cover** is RATP Dev USA's latest financial yearly statement, and below we have identified a reference that can attest to our financial stability.

Mr. Barry Kromann | Texas Capital Bank

500 Throckmorton, Suite 300 | Fort Worth, Texas 76102 | (817) 212-8333

F. Management and Operation Fees/Price Proposal

1. Price Proposal

Provide a price proposal per fixed revenue hour rate as outlined in Exhibit C - Price Proposal. Identify the monthly management and operations fee for each year of the initial three-year contract and the methodology used in the calculations.

RATP Dev takes a comprehensive approach to developing our cost models to reflect the most advantageous results for our system partners. RATP Dev proposes contract rates at modest growth levels, while improving operator wages and adding an additional mechanic into the overall staffing counts. We believe these enhancements will lead to an effective ability to recruit new operators and enhance the maintenance performance of this contract.

As you will notice, we have provided the yearly rates used in developing our costs to show you the relative nature of the overall blended rate. With the recent passage of Amendment 2 regarding minimum wages, there will be impacts to most, if not all, of the SunTran employee workforce. To ensure compliance with the new provisions, RATP Dev is proposing to negotiate a separate contract amendment for the necessary adjustments apart from our proposed fees included in the price sheets. For additional information, please RATP Dev's Pricing / Cost Narrative Detail included with Exhibit C – Price Proposal.

2. Inclusion of All Charges

This fee should include all charges for provisions of the General Manager and all services enumerated in the scope of services of this RFP including travel of non-resident personnel to Ocala.

RATP Dev's price includes all charges for the General Manager's provisions and all services enumerated in the scope of services of this RFP, including travel of non-resident personnel to Ocala.

3. Years Providing Urban Fixed Route Bus Services

Include the number of years of providing urban fixed route bus services by the Proposer and/or predecessor organization.

The responsive philosophy of RATP Dev contributes to long-lasting client partnerships; our very first client, the Fort Worth Transportation Authority (FWTA), has relied on us since 1972. In addition to our long-term relationship with FWTA, RATP Dev has offered long-term, continuous service to the following clients:

- City of Waco, TX – 41 years
- City of Lubbock, TX – 34 years
- Bloomington, IN – 26 years
- Ocala, FL – 19 years

G. Quality Assurance and Quality Control Program

Discuss your quality assurance and quality control procedures for maintenance and reliability.

WePilot Dashboards

The WePilot Dashboard, utilized by RATP Dev combines multiple data sources into one, user-friendly interface. This includes systems such as Adaptive Insights, Maintenance and Inventory Management Software, safety software such as Coruson, and SmartDrive, customer service programs or applications, and manual entry, as needed. The use of the WePilot Dashboard helps management to reduce errors, communicate change, manage action plans effectively, and ultimately enhance the decision-making process. Through effective data analysis and visualization, WePilot dashboards provides easy access to:



- 'Going for Excellence,' RATP Dev's internal continuous improvement program, which outlines service level benchmarks for key performance indicators for Service, Quality, and Production
- In-depth KPI metrics, including areas of on-time performance, miles between roadcalls, timely PMI inspections, safety data
- Detailed "drill-down" views to compare performance for different months, years, or even days, across all RATP Dev systems worldwide.

H. References

1. Submit a minimum of three (3) references from at least state, municipal, federal governments, and/or commercial references that your firm had contracts with within the past (5) five years where urban fixed route transit services were similar in scope, size or discipline to the required services described in this RFP.
2. Include information regarding improvement in ridership, on-time performance, safety record, cost containment, and productivity.
3. Reference letters must include names, titles, email addresses, telephone numbers, and project descriptions.
4. Letters should be from recent work performed, similar to what is being proposed.

Many of the transit systems we manage and operate are comparable in scope, type, and complexity to the City of Ocala, including Lake Xpress & Lake County Connection in Lake County, FL; TheBus in Hernando, FL; and Metro in Colorado Springs, CO. Reference Letters have been included as an [Attachment](#).



Lake County, FL



Hernando County, FL



Colorado Springs, CO



Western Kentucky University

Lake Xpress & Lake County Connection – Lake County, FL – Operations Contract			
Jill Brown, Transit Director		jmbrown@lakecountyfl.gov	
2440 US Hwy. 441/27, Fruitland Park, FL 34731		(352) 901-0606	
Contract Term	3/1/17 - 2/28/24	Client Since	3/2017
Service Provided	Fixed Route and ADA Paratransit	# of Vehicles	61
Employee Count	70	Trips	302,094
Service Hours	85,856	Service Miles	1,292,571
OTP	88.2%	Complaints/100k Passengers	4.6

TheBus Hernando County Transit – Hernando County, Florida – Operations Contract			
Mary Elwin, Operations Assistant		marye@hernandocounty.us	
20 North Main Street, Room 262, Brooksville, FL 34601		(352) 754-4057 x 28015	
Contract Term	04/01/11 - 03/31/21	Client Since	4/2011
Service Provided	Fixed Route; Paratransit	# of Vehicles	17
Employee Count	32	Trips	125,612
Service Hours	29,030	Service Miles	556,333
OTP	93.7%	Complaints/100k Passengers	0



Metro Mountain Metropolitan Transit – Colorado Springs, Colorado – Management Contract			
Jacob Matsen, Mobility Supervisor		Jacob.Matsen@coloradosprings.gov	
1015 Transit Drive, Colorado Springs, CO 80903		(719) 385-5620	
Contract Term	5/1/16 - 4/30/21	Client Since	1/2011
Service Provided	Fixed Route	# of Vehicles	62
Employee Count	143	Trips	1,973,296
Service Hours	177,298	Service Miles	2,619,117
OTP	91.2%	Complaints/100k Passengers	5.4

Topper Transit, Western Kentucky University – Bowling Green, Kentucky – Management Contract			
Dr. Jennifer Tougas, Director		jennifer.tougas@wku.edu	
1906 College Heights Blvd. #11096, Bowling Green, KY 42101		(270) 745-2374	
Contract Term	07/01/16 - 06/30/21	Client Since	11/2006
Service Provided	Fixed Route and ADA Paratransit	# of Vehicles	14
Employee Count	19	Trips	280,000
Service Hours	10,975	Service Miles	116,470
OTP	96.2%	Complaints/100k Passengers	0.8

I. Additional Relevant Information

Include any other information your firm believes to be relevant.

Myers-Briggs Leadership & Teambuilding Workshop

This half-day workshop helps individuals and teams understand their unique leadership style and underlying motivations to harness their strengths, focus their development on their own goals, and become authentic leaders. We facilitate this workshop for key personnel of new contracts within 90-days of a start-up. Learning outcomes include:

- Understanding personality types and how we may be alike or different in our workstyle preferences
- Peer feedback exercise on how individuals contribute to the team and how their personalities show up at work
- Team Type – how type shows up in your team and planning for greater effectiveness. Participants will uncover
 - Natural strengths of the team, gaps or blind spots that may exist in the team
 - How might the leader's type influence the team
 - What behaviors are rewarded on the team, and what behaviors are frowned upon
 - In problem-solving or decision making, what the team needs to pay attention to

RATP Dev Buy Better

We see building solid relationships with bus manufacturers and other suppliers to the public transit industry as key to operating and maintaining the vehicles and equipment under our care. In addition to our numerous bus manufacturer relationships, RATP Dev's national purchasing program, Buy Better, provides efficiencies and cost savings across each of our RATP Dev agencies in the U.S. by leveraging our purchasing power. Buy Better aligns with the Federal Transit Administration's (FTA) procurement rules to provide an opportunity for small and Disadvantaged Business Enterprises (DBEs). Working collaboratively with the City, we will continue to identify cost savings that can be achieved through Buy Better. Currently, Buy Better is most effective in three key areas of focus: Tires, Uniforms, and Auto Parts.



All references below to "AGENCY" refer to the City of Ocala who operates SunTran.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

FLOW DOWN. The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

No Federal Government Obligation to Third Parties. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31

FLOW DOWN. The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) 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.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633

FLOW DOWN. The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Access to Records and Reports.

a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited

to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

49 CFR Part 18

FLOW DOWN. The Federal Changes requirement flows down appropriately to each applicable changed requirement.

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

CIVIL RIGHTS LAWS AND REGULATIONS

FLOW DOWN. The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

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

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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

FLOW DOWN. The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

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

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).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient 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 recipient's written consent; and that, unless the recipient'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). As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

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. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

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 AGENCY deems appropriate.

DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or

2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the AGENCY.

DBE Participation Goal

The DBE participation goal for this Contract is set at **10.65%**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than **10.65%** of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.
3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's Buyer, Shay Roberts (sjroberts@ocalafl.org). The Buyer will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written

reports to the AGENCY that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the FDOT and AGENCY (City of Ocala). Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in the ACCESS TO RECORDS AND REPORTS SECTION.

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor’s compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of 10.65% DBE utilization on this contract.

_____ The Bidder/Offeror is unable to meet the DBE goal of 10.65% and is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE’s participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM; Name and Address; Contact Name and Telephone Number; Participation Percent (of Total Contract Value); Description of Work to be Performed; Race and Gender of Firm

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1F

or subsequent revisions

FLOW DOWN. The incorporation of FTA terms has unlimited flow down.

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

ENERGY CONSERVATION

42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C

FLOW DOWN. These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

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

TERMINATION

2 C.F.R. § 200.339; 2 C.F.R. part 200, Appendix II (B)

FLOW DOWN. For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

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

Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision) The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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 Order 12549; Executive Order 12689

FLOW DOWN. Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

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

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

including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(Applies to \$100,000+)

LOBBYING RESTRICTIONS

31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20

FLOW DOWN. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352(b)(5).

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, sub-grants, 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official
 _____ Name and Title of Contractor's Authorized Official
 _____ Date

(Applies to \$150,000+)

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326; 2 C.F.R. part 200, Appendix II (A)

FLOW DOWN. The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Rights and Remedies of the AGENCY. The AGENCY shall have the following rights in the event that the AGENCY 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 agency 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 the occurrence of any one or more of the following events:

1. Vendor fails to timely and/or properly perform any of the services set forth in the specifications of the Agreement; or
2. Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

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 the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY 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 AGENCY 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 the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY 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

The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

FLOW DOWN. The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

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).

(Applicable when procurements involve foreign transport or travel by air)

FLY AMERICA

49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4

FLOW DOWN. The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Fly America Requirements.

- a) Definitions. As used in this clause-- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]: _____

ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

FLOW DOWN. These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

The Consultant shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Consultant shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS

23 U.S.C. Section 517(d); 23 U.S.C. §502

FLOW DOWN. The following requirements apply to all new technology contracts utilizing federal funds.

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10

FLOW DOWN. The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

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.

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

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5333(b) ("13(c)"); 29 C.F.R. part 215

FLOW DOWN. The employee protective arrangements clause flows down to all third party contractors and their contracts at every tier.

Public Transportation Employee Protective Arrangements. The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

CHARTER SERVICE

49 U.S.C. 5323(d) and (r); 49 C.F.R. part 604

FLOW DOWN. The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

SCHOOL BUS OPERATIONS

49 U.S.C. 5323(f); 49 C.F.R. part 605

FLOW DOWN. The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Contract Work Hours & Safety Standards Act

EMPLOYEE PROTECTIONS

49 U.S.C. § 5333(a); 40 U.S.C. §§ 3141 – 3148; 29 C.F.R. part 5; 18 U.S.C. § 874; 29 C.F.R. part 3; 40 U.S.C.; §3701-3708; 29 C.F.R. part 1926

FLOW DOWN. These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. The Davis-Bacon Act and the Copeland "Anti-Kickback" Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

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

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

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

in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

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

Contract Work Hours and Safety Standards for Awards Not Involving Construction. The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

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

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

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

SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331; 49 C.F.R. part 655; 49 C.F.R. part 40

FLOW DOWN. The Substance Abuse requirements flow down to all third party contractors at every tier who perform a safety-sensitive function for the recipient or subrecipient.

Substance Abuse Testing. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Florida, or AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before **December 31** and to submit the Management Information System (MIS) reports before **December 31** to (contact will be provided by AGENCY Project Manager). To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of

Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

RECYCLED PRODUCTS

42 U.S.C. § 6962; 40 C.F.R. part 247; 2 C.F.R. part § 200.322

FLOW DOWN. These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

Recovered Materials. The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

BUS TESTING

49 U.S.C. § 5318(e); 49 C.F.R. part 665

FLOW DOWN. There is no flow down requirement for Bus Testing.

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the recipient during the point in the procurement process specified by the recipient, but in all cases before final acceptance of the first bus by the recipient. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11. Although no specific certification and bus testing language is required, recipients can draw on the following language for inclusion in their federally funded procurements.

Bus Testing. The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

Exhibit C – PRICE PROPOSAL

P
a

Proposer:

Please complete the following forms to indicate scheduled revenue hour charge. Fill out all tables.

REVENUE HOUR COSTS

For the initial contract term (contract years one, two, and three), the City will pay the rate for each hour of service operated as proposed in the table below. Should the City decide to renew the Agreement, compensation will be based on the proposed rate for the renewal term. There will not be separate pay rates for weekday versus weekend service or special trip requests or for any other service (if provided).

The calculation of total cost will include the cost to the City, as well as any indirect costs of the City associated with monitoring the contract.

INITIAL CONTRACT TERM: YEARS 1, 2, 3

Service	Annual Revenue Hours*	Proposed Revenue Hour Rate
Fixed Route Transit System Service (City of Ocala provides the vehicles)	33,500	\$64.34

Year 1 Proposed Rate = \$61.93

Year 2 Proposed Rate = \$64.19

Year 3 Proposed Rate = \$66.89

Thus average of all three rates listed above equal = \$64.34

* These are estimated hours only. Payment will be made on the actual service hours provided.

OPTIONAL RENEWAL REVENUE HOUR COSTS

RENEWAL TERM: YEARS 4, 5, 6

Service	Annual Revenue Hours*	Proposed Revenue Hour Rate
Fixed Route Transit System Service (City of Ocala provides the vehicles)	33,500	\$73.37

Year 4 Proposed Rate = \$70.05

Year 5 Proposed Rate = \$73.50

Year 6 Proposed Rate = \$76.57

Thus average of all three rates listed above equal = \$73.37

*These are estimated hours only. Payment will be made on the actual service hours provided.

COST SCHEDULE BREAKDOWN FOR REVENUE HOURS

Complete the attached forms detailing unit and total costs for key items in each of your proposals. Your total costs, divided by the annual revenue hours, should total to the fixed revenue hourly rate you specified in the Revenue Hour Cost Table.




Personnel	Annual Hours	Hourly Wage Salary	Fringe & Health Benefits	Total Annual Cost
Full-Time Drivers	33,072	\$489,668.64	\$220,489.70	\$710,158.34
Part-Time Drivers	4,680	\$59,709.24	\$9,732.49	\$69,441.74
Street Supervisors	2,108	\$64,853.91	\$19,392.61	\$84,246.51
Dispatchers	8,653	\$166,365.07	\$63,998.07	\$230,363.14
Maintenance Manager	2,163	\$64,477.87	\$19,479.55	\$83,957.42
Mechanics	4,271	\$96,296.15	\$33,920.80	\$130,216.94
Administrative/Clerical				
a. General Manager	2,080	\$75,999.06	\$21,110.88	\$97,109.94
b. Admin. Assistants	4,160	\$58,384.54	\$28,482.72	\$86,867.26
c.				
Other				
a. Cleaner/Fueler	2,163	\$40,437.96	\$15,841.74	\$56,279.70
b.				
c.				
Total	63,350	1,116,192	432,449	\$1,548,640.99

MAINTENANCE AND SUBCONTRACTED SERVICES

Maintenance	Total Annual Cost
Tires	\$31,362.40
Parts & Supplies	\$74,987.88
Bus Wash Supplies & Other Consumables	\$12,343.61
Oil & Lubricants	\$11,569.12
<i>Subcontracted Services</i>	
a.	
b.	
c.	
<i>Other: Expenses and Overhead</i>	
a. Insurance Expenses	\$208,922.81
b. Computer Supplies/Maintenance	\$10,201.33
c. Operation and Maintenance Facility	\$5,100.67
d. General Administrative	\$102,448.37
e. Corporate Overhead	\$95,337.05
f. Profit	\$54,337.05
Total	\$2,155,251.28

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