

CONTRACTUAL AGREEMENT

For

INVITATION TO NEGOTIATE (ITN) #: 1802MCSA

ENTITLED: STUDENT TRANSPORTATION SERVICES

Between

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES AND GROOME
TRANSPORTATION, LLC.

This Agreement is entered into and effective as of the date of the last signature hereto, by and between the University of Central Florida Board of Trustees (“University” or “UCF”), and Groome Transportation, LLC. (“Contractor” or “Groome”). The parties agree as follows:

WHEREAS, Groome is engaged in the business of providing transportation services, and desires to provide transportation services to UCF as described in the Agreement; and

WHEREAS, UCF desires to obtain transportation services from Groome as described in this Agreement;

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to legally bound, hereby agree as follows:

1. ACKNOWLEDGMENT. Contractor acknowledges that:

- A. The University is a public entity of the State of Florida;
- B. The University is exempt from federal and Florida taxes;
- C. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of §768.28, Florida Statutes. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF’s liability and indemnification obligations in this Agreement shall be effective only to the extent expressly required by §768.28, Florida Statutes. Any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.

2. DESCRIPTION OF SERVICES. Contractor will provide for the operation and management of student transportation services to, from, within, and in the vicinity of UCF’s main campus in Orlando, FL. Service includes transportation to the Health Sciences Campus at Lake Nona, Rosen School of Hospitality Management, UCF Downtown Campus and other locations mutually agreed upon during the term of this Agreement. Services shall be in accordance with UCF’s Invitation to Negotiate (ITN) and Groome’s Offer in response thereto, both of which are incorporated herein by this reference and the

terms of this Agreement. Contractor and UCF acknowledge that Contractor shall be the exclusive provider of the Services during the Term of this Agreement.

2.1 Performance Standards. Contractor shall perform the Services in a good and workmanlike manner and in conformity with industry standards, agreed upon Key Performance Indicators and the performance standards set forth in the Invitation to Negotiate and incorporated herein. Contractor will make commercially reasonable efforts to perform the Services in a timely manner. Operators are carefully selected and have instructions to drive at all times at a speed within the limits prescribed by law and compatible with safe operation. Unusual road, traffic and weather conditions are beyond the Contractor's control, and delays occasioned by such conditions are not the responsibility or fault of Contractor.

2.2 Additional Services. UCF may request that Contractor provide additional services for UCF, such as trial services, transportation services for Commencement Ceremonies or University-hosted tours ("Additional Services"). In that event, UCF and Contractor shall negotiate in good faith the specific terms under which Contractor will provide such Additional Services, and such Additional Services shall then be subject to the applicable terms of this Agreement.

2.3 Equipment. Contractor shall perform the Services using the buses, quantities and rates set forth on Attachments A & D attached hereto and incorporated herein, which may be amended as needed by written agreement of the Parties. Contractor shall order the Starcraft buses as identified in Attachment D within thirty (30) days of the full execution of this Agreement, and the other buses as identified in Attachment D thereafter at such time recommended by the manufacturers of such buses to ensure delivery prior to the state of Services. In the event the buses are not delivered to Contractor in sufficient time before the expected start of the Service, Contractor shall be allowed to use buses from its fleet to provide the Services until such time as the ordered buses in Attachment D are delivered and ready for service. Prior to commencement of the Services, UCF shall have the right to inspect all buses Contractor intends to use in performance of the Services. If for some reason beyond the control of the Contractor, a mechanical failure, accident, damage repairs, or regular maintenance inspections makes the replacement of a bus originally assigned to the Services necessary, the replacement bus may be of a different type. At the beginning of the contract term, replacement buses must be no older than five (5) years, unless such buses are approved by UCF.

2.4 Passenger Personal Property. Contractor assumes no responsibility whatsoever for any personal property of passengers. All baggage and other personal property, including bicycles, will be handled only at passengers' own risk. Passengers personal property will be carried subject to the available accommodations.

2.5 Conduct of Passengers and Objectionable Persons. Passengers shall not interfere with the operator in the discharge of his or her duty or tamper with any apparatus or appliance on the bus. Contractor reserves the right to refuse to transport persons under the influence of intoxicating liquor or drugs, or who are, or are likely to become objectionable

or a hazard to other persons. Contractor is not responsible for actions or results of actions of any of the passengers and shall have no legal liability associated therewith to any person or entity.

2.6 Prohibited Possessions. Smoking, food, beverages (including alcoholic beverages), bicycles (which must be carried only on exterior racks, and solely at the owners' risk), animals (except guide-dogs), firearms, knives, or other weapons of any kind, explosives, fireworks, sharp objects, golf shoes or other shoes with spikes, dangerous chemicals or any other dangerous objects or items (whether in baggage or on the person) will not be permitted on the buses at any time. Contractor reserves the right to refuse to transport any passenger with such prohibited items in his/her possession.

2.7 Americans with Disabilities Act ("ADA") Notice. Each bus must meet all ADA requirements. Wheelchair securement areas shall be installed on a sufficient number of buses in the fleet to be in full compliance with ADA 38.23 requirements. Wheelchair lift equipment shall be installed on a sufficient number of buses in the fleet to meet ADA 38.21, 38.23, and 38.51 requirements.

2.8 Emergency Operations. Contractor will provide any available fleet and drivers to UCF emergency operations during any UCF emergency regardless of date or time while still remaining in DOT compliance. The billable rate will not be increased for emergency services; however, Contractor will ask UCF for additional funds if extended hours/overtime is required to perform the emergency services. This request will be made in writing. Rates must be reasonable and presented to UCF Parking and Transportation as soon as feasible after the immediate emergency is resolved. Additional costs for evacuation operations will also be presented for payment. These additional funds will be "at cost" rates. A separate hourly rate for buses used to block roadways during special events and/or emergencies will be provided and mutually agreed to by both parties.

3. **PERIOD OF PERFORMANCE (TERM).** Contractor shall commence performance of the bus builds and related equipment orders upon execution of this Agreement on or about July 2019. The Agreement for the operation and management of student shuttle services will be for ten (10) years, effective on July 1, 2020 through June 30, 2030. An extension may not exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer.
4. **CANCELLATION/TERMINATION.** This Agreement may be unilaterally cancelled by UCF for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. The parties to this Agreement may terminate the Agreement at any time by mutually consenting in writing. Either party may terminate this Agreement immediately for breach by the other that remains substantially uncured after ninety (90) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily

rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of cancellation/termination.

- 5. PURCHASE OPTION.** Contractor hereby grants to UCF or its assignee an option to purchase the equipment (the "Purchase Option") and UCF may, without the consent of Contractor (and without relieving itself from liability hereunder), transfer or assign the Purchase Option to the equipment listed on Attachment "J" to an affiliate or transfer or assign this Purchase Option to any entity succeeding Contractor as a transportation services provider to UCF, for the consideration, and upon the terms and conditions set forth below:

(a) Subject to the provisions below, the term of the Purchase Option ("Option Term") shall commence upon the date hereof and shall run until the date the term of the Transportation Services Agreement expires or the Transportation Services Agreement is otherwise terminated. Subject to the provisions below, the Purchase Option may be exercised by UCF or its assignee during the Option Term by ninety (90) days' advance written notice of such exercise from UCF or its assignee to Contractor delivered to Contractor's address set forth herein.

(b) In the event that UCF or its assignee exercises the Purchase Option by giving Notice thereof to Contractor during the Option Term, then this Transportation Services Agreement shall become a contract of sale between Contractor and UCF or its assignee on all the terms and conditions set forth herein and UCF or its assignee shall purchase the equipment from Contractor, and Contractor shall sell the Equipment to UCF or its assignee, in accordance with the terms and conditions hereof on or before the date ninety (90) days after the date on which UCF or its assignee gives Contractor such Notice or any earlier date for the closing of such purchase and sale that is mutually agreed upon by UCF or its assignee and Contractor. In any such event, the closing of such purchase and sale shall occur as follows:

(i) The purchase price (the "Option Price") to be paid by UCF or its assignee to Contractor for the equipment shall be the amount set forth on Attachment J, Purchase Option Vale Schedule, as of the closing of such purchase and sale (the "Option Closing") shall be paid by UCF or its assignee to Contractor at Option Closing by certified funds or cashier's check;

(ii) Contractor shall transfer and convey to UCF or its assignee at the Option Closing, good, marketable title to the equipment free and clear of all liens, leases, encumbrances, charges, and taxes. Contractor shall be obligated to remove all monetary liens encumbering the equipment on or before the Option Closing. Further Contractor shall remove and effect a release of all such security interests on or before the Option Closing. In the event Contractor for any reason cannot convey title to the Equipment to UCF or its assignee in the manner required by this subparagraph, then UCF or its assignee may, in addition to all other remedies it might have at law or in equity, either (A) rescind its election to exercise the Purchase Option, or (B) elect to cure any defect or defects in title and deduct the expense of curing such defect or defects from the Option Price.

(iii) At the Option Closing, Contractor shall execute and deliver to UCF or its assignee the documents and instruments reasonably requested by UCF or its assignee to finalize the Option Closing.

(iv) Any and all ad valorem or similar taxes or assessments on the equipment for the year in which the Option Closing occurs shall be prorated as of the date of the Option Closing. Contractor shall pay its own attorney fees, and UCF or its assignee shall pay its own attorneys' fees, any cost to transfer or register title, and the State of Florida sales tax; each party shall otherwise bear and pay the costs incurred by such party in connection with such purchase and sale and Option Closing.

(v) Upon the Option Closing, the Transportation Services Agreement between UCF and Vendor shall immediately terminate.

(c) During the Option Term, for so long as this Agreement is in effect, UCF or its assignee and UCF or its assignee's agents and designees shall have the right during normal business hours to inspect the equipment, review service and repair records, warranty claims, mechanical assessment, and any other investigations and inspections as UCF or its assignee may reasonably require to assess the condition of the equipment ("Inspection"); provided, however, that UCF or its assignee shall provide not less than 3 business days' written notice to Vendor of its desire to conduct an Inspection and such Inspection activities by or on behalf of UCF or its assignee on the Equipment shall not materially damage the Equipment.

6. PAYMENT. UCF will pay Contractor at the rates set forth in Attachment A for each hour of bus operation. The per hour pricing set forth in Attachment A is firm for each year of this Agreement.

- A.** The University shall have sufficient time (as determined by the University) after its actual receipt of ordered goods or services to inspect and approve/disapprove the goods and/or services. It is the policy of the University that invoices on goods and/or services that have been received, inspected and approved by the University will generally be paid within thirty (30) days of the University's receipt, inspection and approval thereof. Until the University receives a properly completed invoice, the payment process will not begin. Properly completed invoices shall be paid within 45 days.
- B.** Advance payment for goods and services shall not be made except in accordance with applicable Florida law.
- C.** The University shall not be bound to any prepayment penalty clauses.
- D.** Bills for approved travel expenses shall be submitted in accordance with §112.061, Florida Statutes. The University may establish rates not to exceed the maximum allowed as provided in §112.061, Florida Statutes. The University reserves the right not to pay travel expenses unless the University approves such expenses in advance, in writing. The University has the right to make travel arrangements for Contractor.

Bills for fees or other compensation for services or expenses shall be submitted in sufficient detail with supporting documentation sufficient for pre-audit & post-audit.

6.1 Billing. The University shall only submit payment to the Contractor, if Contractor has provided the University with approved invoices. Mere statements in lieu of approved invoices will not be accepted by the University. All invoices must specifically describe the services and/or goods provided, the dates and hours that the services were rendered and/or goods delivered and the fee charged. Contractor shall deliver the invoices to UCF's Finance and Accounting Department, unless Contractor has been otherwise instructed by the University. The Contractor must display the applicable purchase order number on the face of each of Contractor's invoices to the University. The University will not be responsible for any goods or services delivered without a properly completed University purchase order or other order provided in writing by a duly authorized University signatory or designee. If Contractor's invoice lists any freight or cartage charges, such invoice must attach all of Contractor's receipted transportation bills.

7. **VENDOR OMBUDSMAN STATEMENT.** The University has established a Vendor Ombudsman who acts as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The Vendor Ombudsman may be contacted at (407) 882-1000.
8. **ANNUAL APPROPRIATION.** The University's performance and obligations under this Agreement are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.
9. **ASSIGNMENTS.** Under no circumstances shall the Contractor assign to a third party any right or obligation of Contractor pursuant to this Agreement without prior written consent of the University. If Contractor is, or during the term of this Agreement becomes, an individual on the payroll of the State of Florida, Contractor represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.
10. **COMPLIANCE.** The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.
11. **EXPORT CONTROL.** The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of this Agreement. The parties agree that no technology, related data or information will be exchanged or disseminated under this Agreement nor any collaborations conducted pursuant to this Agreement, which are export controlled pursuant to the export control laws

of the United States, including the EAR and the ITAR and any other applicable regulations. The Parties agree that the Contractor will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of this Agreement will be in the exclusive possession of the Contractor and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of this Agreement. If the Contractor wishes to disclose export controlled technology or technical data to the University, the Contractor will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event the Contractor sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate this Agreement. The Contractor understands and agrees that to the extent the Contractor's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

12. **CONFLICTS OF INTEREST.** Acceptance of this Agreement shall certify that Contractor is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Contractor certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Contractor shall be grounds for cancellation of this Agreement.
13. **EMPLOYMENT OF ALIENS.** Contractor's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement by the University.
14. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay or failure to perform due to causes beyond UCF's reasonable control, any dates or times by which UCF is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF.
15. **GOVERNING LAW AND VENUE.** This Agreement and any attachments and addenda hereto are subject to and governed by Florida law. Venue for any action arising hereunder

shall be in Orange County, Florida. The University is entitled to the benefits of sovereign immunity, including immunities from taxation.

16. **HEADINGS.** Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.
17. **INDEMNIFICATION.** Contractor shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Contractor, its employees, its agents or of others under Contractor's control and supervision. If any part of a delivery to the University pursuant to this Agreement is protected by any patent, copyright, trademark, other intellectual property right or other right, Contractor also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
18. **INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.
19. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.
20. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to Contractor contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provisions, which are unconscionable under applicable Florida law, are void.
21. **MATERIAL SAFETY DATA SHEET (MSDS).** In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under this Agreement.
22. **NON-PERFORMANCE.** Neither party shall be required to perform under this Agreement or any attachments or addenda hereto executed by the University's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Agreement and any attachments and addenda hereto

executed by the University's duly authorized signatory may not be altered, amended or assigned without the prior written agreement of all the parties.

23. **NOTICES.** Any written notices between the parties shall be sent by certified mail to the following addresses, or other addresses of which the parties shall have notified each other.

For UCF: Parking and Transportation
4000 Central Florida Blvd.
Orlando, FL 32816-3551
krishna.singh@ucf.edu

For Contractor: Groome Transportation
Attn: Paul Benigno
2289 Dabney Rd.
Richmond, VA 23230
pbenigno@groometrans.com

With Copy to: Judy Lin Bristow
General Counsel
2289 Dabney Rd.
Richmond, VA 23230
jbristow@groometrans.com

24. **PARKING.** The Contractor shall ensure that all buses parked on campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This applies to all personal buses and all marked and unmarked company buses that will be on any University campus for one (1) day or more or on a recurring basis. All such buses must be registered with University's Parking Services Department, and parking permits must be purchased by the Contractor. Contractor's bus(es) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Contractor or Contractor's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.

25. **WORK FOR HIRE.** Any work specifically created for the University under this Agreement by the Contractor or anyone working on behalf of the Contractor (the term Contractor shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Contractor who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University. The University shall own all right, title and interest in the Materials. The Contractor agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Contractor bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled

to return, at the Contractor's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Contractor's services hereunder, the Contractor must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials. The Contractor hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Contractor is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. The Contractor agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Contractor, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Contractor's agreements or representations and warranties herein.

26. PUBLIC RECORDS, CONTRACT FOR SERVICES: COMPLIANCE WITH SECTION 119.0701, F.S.

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: Office of the General Counsel, (407)823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.

PUBLIC RECORDS, CONTRACT FOR SERVICES

To the extent that Contractor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender, identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sexual orientation, gender identity, national origin, protected veteran status or disability.

27. **RECORDS.** The Contractor agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to this Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to the Contractor.
28. **TAXES.** The University shall not pay any intangible taxes, property taxes or sales taxes.
29. **VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974.** The University and the Contractor must comply with all applicable provisions of: (i) §402:60-250.4 of the

Vietnam Era Veterans Readjustment Act of 1974; (ii) §503:60-741.4 of the Rehabilitation Act of 1973; (iii) Executive Order 11246, as amended; and, (iv) the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

- 30. EQUAL OPPORTUNITY.** This Contractor/Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- 31. SEVERABILITY.** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.
- 32. WAIVER/REMEDIES.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.
- 33. CONTRACTOR INSURANCE.** Contractor will have and maintain general liability insurance in an amount of no less than two (2) million dollars per occurrence and five (5) million dollars aggregate. Contractor shall send a copy of Contractor's Certificate of Insurance and Additional Insured Endorsement, both naming the University of Central Florida Board of Trustees, (prior to commencement of Contractor's performance or delivery hereunder) to the following address by email or mail:
e-mail: RiskManagement@ucf.edu
Mail: University of Central Florida
Risk Management
12601 Aquarius Agora Dr.
Orlando FL 32816-3500
- The Contractor/Vendor shall name UCF and its Board of Trustees as additional insured to Contractor/Vendor's general liability insurance for the duration of this Agreement. UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Contractor in writing in those particular circumstances. Unless UCF notifies a Contractor in writing that UCF is willing to deviate from the

insurance requirements noted above, all of the above insurance requirements shall apply to the Contractor.

In addition to the general liability insurance required above, Contractor shall also provide, at its sole expense, for the duration of this Agreement, worker's compensation insurance and employer's liability insurance in accordance with Chapter 440, Florida Statutes and all other applicable laws and regulations, that a minimum cover the Contractor's (or subcontractor's) exposure in performing this Agreement. The insurance policies required by this Section 37 shall cover all employees engaged in any work as part of this Agreement. If Contractor operates any buses as part of performing this Agreement, Contractor shall also have and maintain, at its sole expense, for the duration of this Agreement, adequate automobile liability insurance that covers the Contractor's (or subcontractor's) exposure in performing this Agreement.

34. **AMENDMENTS.** No changes or amendments to this Agreement are binding on the University unless made in legible writing that is signed by an attorney in the University's General Counsel's Office and an authorized UCF signatory. Contractor shall return this Agreement to the University's Procurement Services Department at once with a written explanation if it is not acceptable in its entirety.
35. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES.** At the option of the Contractor, the use of the Agreement resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities. Each governmental agency allowed by the Contractor to use this Agreement shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.
36. **SECURE HANDLING OF UCF DATA.** The University requires Vendors and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement ("SLA") that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Vendor. This Agreement is intended to ensure that UCF's security and compliance requirements are outlined and followed by the Vendor. Visit <http://www.Infosec.ucf.edu/vrm> for additional information.
37. **SMOKE-FREE POLICY.** The University prohibits smoking on all university owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. Visit <http://www.ucf.edu/smokefree> for additional information.
38. **CONTACT WITH MINOR CHILDREN.** To the extent that Vendor has or will have any contact with minor children, Vendor hereby guarantees that Vendor and/or anyone acting on Vendor's behalf (including, but not limited to Vendor's employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida and hereby certifies that none of Vendor's employees, agents,

subcontractors and/or anyone else acting on Vendor's behalf, has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.

39. **REPORTING OF CHILD ABUSE.** To the extent that Vendor has or will have any contact with minor children, Vendor hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on Vendor's behalf, to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.
40. **REVISED QUANTITIES.** The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same or modified scope of the commodities/services solicited under this ITN within 180 days after expiration of the contract resulting from this ITN. Total additional quantities/modified scope, if any, are unknown.
41. **ATTACHMENTS AND ENTIRE AGREEMENT.** This Agreement and any attachments and/or addenda hereto that are executed by the University's duly authorized signatory constitute the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to, the University's ITN, if any, including all the University's ITB/ITN specifications, and the Contractor's ITN response, if applicable. In the event of any conflict or inconsistency between this Agreement and the provisions of attached documents, the order of priority is:
 - A. This Agreement;
 - B. The University's ITN and ITN specifications, if any;
 - C. Contractor's ITN response; and
 - D. any other attached documents signed by the University's official signatory at the time the Agreement is executed.

**UNIVERSITY OF CENTRAL FLORIDA BOARD
OF TRUSTEES**

GROOME TRANSPORTATION, LLC.

Signature: _____

Signature: _____

Date: _____

Date: June 3, 2019

Printed: Gregory Robinson

Printed: Brad M. Hungate

Title: Procurement Services Assistant Vice
President

Title: Chief Operating Officer

Address: 2289 Dabney Road

Signature: _____

Richmond, VA 23230

Date: _____

Telephone: 804-222-7333

Printed: Misty Shepherd

Facsimile: 804-222-2264

Title: Interim Chief Operations Officer

FEID#: 54-0597821

Signature: _____

Date: _____

Printed: Thad Seymour, Jr.

Title: Interim President

ATTACHMENT “A” FINANCIALS

In accordance with the University of Central Florida’s ITN No. 1802MCSA and Groome Transportation’s offer.

A. HOURLY RATE: Contractor will bill UCF based on hours of bus service provided throughout the term of the contract:

1. The initial billable contract rate will be \$56.15 per hour – Exclusive of Fuel.
2. Hours will be invoiced to UCF on a monthly basis with net 30-day terms.
3. Billable hourly rate will escalate annually as mutually agreed-upon for the term of the contract as noted below.

Year 1	Year 2	Year 3	Year 4	Year 5
\$56.15	\$57.27	\$58.42	\$59.59	\$60.78

Year 6	Year 7	Year 8	Year 9	Year 10
\$62.00	\$63.24	\$64.50	\$65.79	\$67.41

B. ANNUAL SERVICE HOURS

1. UCF will have the right to determine, at any time during the course of the contract, if any, whether the number of buses the Contractor provides shall be increased or decreased at any given time during the term of the contract.
2. 140,000 annual service hours are used as the basis for the hourly rate. UCF and Groome agree that annual hours can decrease up to 10% (14,000 hours) without an hourly rate increase. If the reduced hours exceed 10%, hourly rate will be negotiated and mutually agreed upon by the University and Groome.

C. SHUTTLE BUS FUEL: This is a pass-through expense to UCF. Contractor’s responsibilities are as detailed below:

1. Install and maintain on its premises, at its sole cost and expense, all equipment necessary to fuel the buses, including but not limited to; propane and diesel fueling tanks, related pumps, piping and controls equipment.
2. Coordinate and be responsible for all aspects of fuel delivery at its fueling location.
3. Provide detailed monthly reports by bus with invoice for fuel reimbursement. Fuel for passenger transporting buses will be paid directly based on usage.
4. The bus level reporting will be submitted electronically on a monthly basis. The report will include starting and ending mileage for each bus per day, number of gallons (or

- gallon equivalent) used per bus, the cost per gallon, miles per gallon, and the total cost of fuel by bus and for the month
5. Comply with all applicable federal, state, local environmental and hazardous materials management regulations.
 6. Report is due within 5 days of month end.
 7. All buses must be fueled and serviced daily by Groome, within less than a ten-mile radius of the main campus. Oil, transmission, coolant, and windshield washer fluid levels will be checked regularly, and fluids will be added as necessary.
 8. Spare bus will immediately replace any bus that is taken out of service for refueling or service.

D. ADVERTISING REVENUE: UCF will have the opportunity to advertise on Contractor's buses. UCF will retain all revenue from advertising.

E. ANNUAL SCHOLARSHIPS: Contractor will provide \$5,000 per year in contract years 1-5 and \$10,000 per year in contract years 6-10 to fund scholarships and provide financial assistance to students pursuing a transportation-related degree. UCF may award the scholarship funds to any student it selects, as long as the recipient students satisfy UCF's financial aid criteria.

F. CHARTER SERVICES: Contractor will provide charter services to campus groups, as requested, and mutually agreed to by both parties.

ATTACHMENT “B” SCOPE OF SERVICES

In accordance with the University of Central Florida’s Invitation to Negotiate No. 1802MCSA and Groome Transportation’s offer.

Contractor shall:

- A. Work under the direction of UCF Parking and Transportation and shall be responsible for all day-to-day operations, supervision, administration, maintenance, and other tasks as assigned.
- B. Provide fixed route services as specified in the Service Overview included in the solicitation. Meet all operations, equipment, and maintenance requirements established herein. Meet all performance, training and safety standards. Provide qualified personnel having management, operations, and maintenance expertise necessary.
- C. Furnish all supplies, material equipment, management and labor necessary for the professional, efficient and sound operation of UCF’s Student Transportation Services.
- D. Deliver all buses for use under this contract, to a convenient, agreed upon location where UCF representatives can inspect them prior to their being placed into service.
- E. Solely responsible for the satisfactory work performance of all employees/personnel related to the delivery and implementation of transit services.
- F. Provide corporate support to local management staff including technical assistance in service planning, maintenance, safety, training, human resources and general operations to ensure compliance with contract requirements and federal, state and local laws.
- G. Display all information, including licenses, permits, and certifications, in an appropriate manner as required by applicable law and as approved by UCF.
- H. Meet employee hiring and training standards to ensure quality and reliable transportation services.
- I. Maintain all equipment and buses (revenue and support) in accordance with generally accepted industry practices on a frequent and continuous basis.
- J. Provide the specific information as to malfunction reports, repairs, and operational comments, as may be directed by UCF.
- K. Display all information, including licenses, permits, and certifications, in an appropriate manner as required by applicable law and as approved by UCF.
- L. Comply with and/or assist with all transit technology systems procurement, management, maintenance, and operations. (See Attachment “G” for Transit Technology Equipment).

- M. Provide UCF with full, real time (or as close as technologically possible) and unlimited access to all data captured from any transit technology on board buses.
- N. Provide UCF with all software and credentials required to independently access data and reporting for all on board technology.
- O. Assist with data collection, surveys and analysis of transit operations. Comply and/or assist with the University's monitoring and auditing programs.
- P. Assist University staff in development and implementation of management direction and standards for the day-to-day administration of the transit service. Attend scheduled weekly, monthly, and special meetings with University staff.
- Q. Assist each semester with route and schedule reviews and planning of the next semester's services.
- R. Analyze changing conditions and AVL data to assess on time performance, running times, headway adherence, and make necessary recommendations to adjust schedules and routes or other potential cost savings for the University.
- S. The University shall approve all schedule and route changes.
- T. Respond promptly and precisely to UCF's requests for information. Promptly notify the University of any deficiencies in facilities and/or revenue buses, or in proposed fixed routes, services expansions, alterations, service reductions, and/or other service operations including but not limited to technology or software management systems.
- U. Provide operating, financial, and performance reports and invoices monthly as requested by the University.
- V. Provide the services in compliance with all federal and state Environmental Protection Agency (EPA) requirements.
- W. Take whatever measures are necessary to prevent fuel spills or other environmental mishaps and be responsible for any clean up at the contractor's facility or on the routes operated by Groome.
- X. Cooperate with campus and other law enforcement agencies with respect to security activities and emergency evacuation situations.
- Y. Refer all University-related media inquiries to the University and provide related public notices.

ATTACHMENT "C" TRANSIT SERVICE REQUIREMENTS

In accordance with the University of Central Florida's Invitation to Negotiate No. 1802MCSA and Groome Transportation's offer.

- A. The University will determine the number of buses required on each route needed to meet desired headways. Contractor shall assist UCF with this planning as requested.
- B. Contractor will only bill for delivered route services hours. No deadhead time may be billed.
- C. Continuously scheduled route service may not, in any circumstances, be interrupted for scheduled driver breaks. Service must continue uninterrupted using relief drivers who shall be scheduled as required to maintain this service level.
- D. Drivers may be allowed short personal breaks, if needed, at designated stop locations during normal, continuous service. It is the Contractor's responsibility to ensure that on time performance levels are maintained even when personal breaks are required. Contractor will include reasonable time to accommodate personal breaks in the schedule of service.
- E. Contractor is responsible for establishing effective management controls in the performance of the contract.
- F. Contractor shall furnish all management, operators (drivers), mechanics, dispatchers, supervisors, administrative personnel, and other personnel services necessary for providing the transportation services in accordance with this contract.
- G. Contractor will be required to provide project management, through a General Manager (or the equivalent), at a level of authority, and with capability sufficient to oversee its functions and employees.
 - 1. The University expects management continuity (i.e., limited turnover of the Manager) in order for the Contractor to meet the expectations and requirements of the University.
 - 2. The University reserves its right to request the replacement of any of Contractor's personnel that fail to meet the expectations of the University.
 - 3. The principal function of the General Manager will be to oversee the Contractor's employees and to monitor operational activities associated with the required service.
 - 4. Groome will be responsible to the University for the safe and reliable provision of all services that are required.

5. The General Manager will be expected to directly supervise the daily activities of all drivers, dispatchers, call takers, maintenance workers, and other personnel necessary to support the University's shuttle operation.
 6. The General Manager will work cooperatively with the University in matters of assuring service quality, providing operational data, responding to complaints and comments from passengers and/or the general public, and responding to specific requests for other assistance as necessary.
 7. Contractor shall notify University personnel immediately upon the resignation or removal of any primary project personnel.
 8. Should the General Manager be temporarily unavailable to perform his or her duties, Groome will appoint a competent staff member, with equivalent delegated authority, to temporarily serve in the General Manager's place. Groome will notify the University's designated representative whenever such substitution will occur prior to such an occurrence.
- H. Contractor shall provide continuous, daily supervision of its contracted service, including the monitoring of schedule adherence, on-street operation(s), and on-route compliance.
- I. Supervision will include conduction of on-board "ride checks" to ensure driver adherence of established procedures, i.e. ADA compliance and passenger relations.
- J. Such supervision will also include responses to investigation of accidents. The University reserves the right to provide similar investigations and adherence checks of its own without notice to ensure compliance with the terms of this contract.

DRIVER WAGES

- A. In order to attract and retain qualified drivers, Contractor has agreed to pay a starting wage of \$13.50 per hour with a \$0.50 increase occurring after 6 months of service. Wages will increase to \$18.00/hour by the end of the contract term.

DRIVERS

- A. Drivers must be a minimum of twenty-one (21) years of age and have a Commercial Driver's License with appropriate endorsements.
- B. Drivers must have a valid US driver's license for the past three (3) years.
- C. A five (5)-year driving record must be obtained. UCF reserves the right to review any individual's driving record at their sole discretion.
- D. No driver shall have had more than two (2) moving violations within the immediate past five (5) years prior to driving a bus under this contract.

- E. The first, and only the first, Driving Safety Course taken for a moving violation that appears on a five (5)-year driving record will not be treated as a moving violation, and will not count against the record. Additional courses will not reduce the number of violations.
- F. No more than two (2) accidents in the past five (5) years will be permitted for any driver. This includes “no-ticket” or “no-fault” accidents.
- G. No driver may work on behalf of UCF if they have been convicted of any a serious traffic violation, i.e. DWI/DUI, Driving with Suspended License, etc. within the immediate past seven (7) years.
- H. Drivers with two (2) or more convictions of serious traffic violations in their lifetime may not work at UCF.

BACKGROUND CHECKS

- A. No driver may work at UCF until a full and complete background check has been completed and reviewed by Contractor for full compliance.
- B. Groome is to provide a certification of a completed background investigation upon request.
- C. Any conviction or deferred adjudication of any employee for a felony offense within the past ten (10) years of the beginning date of this contract will result in disqualification of that employee driving under this contract.
- D. Any drug or alcohol related offense, theft, assault or other conviction of deferred adjudication of any employee with the past ten (10) years of the beginning date of this contract for a felony or misdemeanor offense will result in disqualification of that employee driving under this contract. Examples include, but are not limited to, murder, robbery, and sex offenses.
- E. Each driver must also:
 - 1. Be full- or part-time employees of the Contractor.
 - 2. Have the ability to read, write, and speak English.
 - 3. Have and exercise sensitivity to the passengers’ needs. Drivers may be required to attend University-sponsored Customer Service training courses at Groome’s expense.
 - 4. Be capable of handling complaints and problems as required.
 - 5. Undergo and pass Federal Department of Transportation (DOT) physical exam and a comprehensive drug screen at required intervals.
 - 6. Possess a valid, current Florida Commercial Driver’s License (CDL).

- F. Drivers should foster positive relations among the University students, faculty, staff, visitors and the surrounding community. They must conduct themselves in a professional manner at all times.
- G. All complaints involving drivers, equipment, passengers, service, etc. must be investigated and corrective action taken immediately. Contractor must notify all drivers of any complaint(s) filed against them.

ATTACHMENT “D” EQUIPMENT

In accordance with the University of Central Florida’s Invitation to Negotiate No. 1802MCSA and Groome Transportation’s offer.

EQUIPMENT REQUIREMENTS

Contractor shall provide:

- A. Forty-five (45) new Blue-Bird Propane Powered Double Door 36 Seated Passenger buses. This includes; (9) perimeter seated buses and (36) forward facing seated buses. Blue-Bird buses must be Altoona tested and meet 10 Year/350,000 Mile STURAA (Surface Transportation and Uniform Relocation Assistance Act) Certification.
- B. Eight (8) new El Dorado Axess Diesel Powered Single Door 39 minimum passenger seating capacity with forward facing seats. El Dorado buses must be Altoona tested and meet 12 Year/500,000 Mile STURAA (Surface Transportation and Uniform Relocation Assistance Act) Certification.
- C. Eight (8) new Propane Powered StarCraft All-Star 20 minimum passenger forward-facing seated buses with a minimum of 10 standees required. All-Star buses must meet 7 Year/200,000 Mile STURAA Certification.
- D. All buses must be ADA (Americans with Disabilities Act) compliant and equipped with wheelchair ramps or wheelchair lifts.
- E. All buses requiring 2 (two) doors must have two full sized automatic passenger doors, one in the front, and one mid body. Single door buses shall be full sized, automatic, and placed near the driver seat.
- F. All buses must be meet federal, state, and local requirements with respect to installed seatbelts.
 - 1. Any bus with forward facing seats shall be considered eligible for highway transportation and should be outfitted with three-point seat restraints.
 - 2. Buses with 100% perimeter seating are considered intercity transit buses and will not travel on highways.
- G. All buses shall be equipped with a 2 (two) position bicycle rack.
- H. Transit buses shall have a minimum GVWR of 35,000 lbs.
- I. Each bus must be equipped with power steering so that the bus may negotiate tight turns and reversal directions easily.
- J. Reverse-direction backup cameras, alarms and lights are required.

- K. All buses must be inspected and licensed in accordance with applicable Federal and Florida Motor Vehicle laws and regulations.
- L. The engine compartment of each bus shall be insulated from the passenger compartment to minimize interior noise, heat, and fumes.
- M. Each bus must be equipped with an exhaust system that meets U.S government noise level and exhaust emission (smoke and noxious gases) requirements. The exhaust tail pipes shall extend to the rear of the bus and exit to the street side (not curb side) of the buses.
- N. The University shall be allowed to display signage on any of all buses directing UCF riders on procedures to follow for complaints, comments, or suggestions.
- O. The University reserves the right to restrict any music or audio programming on any or all buses, for any reason, at their sole discretion. The University may also require Contractor to disconnect hardware from playing music or audio programming at any time, for any reason, at their sole discretion.
 - 1. The University may restrict music or audio programming for the passenger cabin and/or driver area.
 - 2. Groome will not use a University identified bus for any transportation activity other than scheduled route service without prior written approval from the University.
- Q. No open containers of food or beverages, music playing without headphones, bicycles, or animals (except for certified service animals) are permitted on buses at any time.
- R. At least one (1) overhead grab rail, running front-to-rear shall be installed inside each bus. The grab rails shall be securely fastened to the roof bows or to steel backers welded into the roof structure. All grab rails must be equipped with straps or handles.
- S. Buses must be equipped with the heaviest duty braking system available, including any redundant systems, recommended by the manufacturer.

SEATING

- A. The seat shall be ergonomically designed and shaped to provide optimal lumbar, kidney area, and buttocks support. All seats must meet federal, state, and local guidelines.
- B. Molded seats such as Gemini or Citiseat or approved equal shall be used in all buses. Cushions or seat inserts shall be included at the request of UCF.
- C. Aisles must be a minimum of 20” wide at seated passenger hip height for 102” wide buses, and 16” wide for 96” wide buses.

- D. Seating fabric will be LaFrance level 5 or above, or approved equivalent. UCF will select color and type during pre-production meetings.
- E. Forward facing seats shall be equipped with a mounted grab rail/handhold on the back of each seat.
- F. All seating shall be in compliance with Federal Motor Vehicle Safety Standard (FMVSS) 207 (Seating Systems).

BUS CONTRACTOR RESPONSIBILITIES

- A. The buses provided for this contract, if any, shall be in good condition and maintained to ensure compliance with applicable laws concerning mechanical conditions, cleanliness, and operational safety.
- B. UCF agrees that any modifications or alterations to the buses that UCF deems necessary to comply with any University regulation or policy, State statute or other governmental regulation, shall be the responsibility of the Contractor.
- C. Groome shall take reasonable and proper care of its buses and shall notify UCF of any known deficiencies.
- D. UCF may, from time to time, request the services of the Contractor to assist in the development of specifications for new or upgraded buses. These services shall be provided at no charge to UCF.

INTERIOR LIGHTING

- A. Interior Lighting shall include:
 - 1. A driver's compartment dome light
 - 2. Instrument panel light
 - 3. Switch panel backlighting
 - 4. Passenger compartment lighting that is non-glare for night time operations
 - 5. A step well light that adequately illuminates the step well area with the door open, and wired to automatically activate when the passenger door begins to open

BUS COMMUNICATIONS REQUIREMENTS

- A. Each bus will be equipped with a mobile radio that has sufficient range for drivers to communicate with supervisors and dispatch throughout the entire operating area.
- B. Drivers may use cell phones for intra-company communication, but such phones must also be of the hands-free variety. Drivers may not use cell phones while on route or operating the shuttles.
- C. Drivers may not use cell phones for any personal reason while on duty.

ELECTRONIC SIGN MESSAGING

- A. Each bus will be equipped with a minimum of two programmable digital message/route signs. Front mounted sign above the windshield and side mounted passenger sign near primary passenger entry door.
- B. Electronic signs must be J1708/J1939 compliant. Industry standard providers (Luminator, TwinVision, Hanover, TranSign, or approved equivalent) are strongly desired.
- C. Electronic messaging signs must meet manufacturer's recommendations for visibility (I.e. font size, color, brightness, etc.) during all UCF route operations.

ON BOARD CLIMATE CONTROL

- A. All buses must be equipped with properly functioning climate control (heat and air-conditioning) systems for both the driver and passenger compartments.
- B. Contractor has agreed to ensure the maximum size Air Conditioning system available for each bus will be installed. Respondent shall provide a letter of confirmation from the bus manufacturer confirming.

ATTACHMENT "E" MAINTENANCE AND APPEARANCE OF BUSES

In accordance with the University of Central Florida's Invitation to Negotiate No. 1802MCSA and Groome Transportation's offer.

- A. Contractor will provide a maintenance facility within a 10-mile radius of the UCF main campus for overnight storage and refueling of buses to, reduce mileage, fuel consumption on the buses and response time from the facility to UCF in case of emergency. The establishment of this facility will be completed before the start of shuttle service. All startup/overhead costs related to this facility will bear no additional costs to UCF.
- B. Preventative and scheduled maintenance shall be performed by Contractor's employees at this facility. No bus maintenance shall be performed on the UCF campus. Component repairs, warranty repairs, paint and body work, and dealer/manufacturer repairs may be outsourced as required.
- C. Contractor will be wholly responsible for maintaining the buses, including tires, in the same operational condition and appearance in which they are accepted for use, subject to reasonable wear and tear. Recapped tires will not be permitted.
- D. All regular buses must be free of dents, with all body panels fully painted. Spare buses will be subject to inspection and approval by the University before going into temporary service.
- E. Any bus with body damage will be repaired within 15 (fifteen) days of damage, or as soon as possible.
- F. In the event that body damage remains for more than 30 (thirty) days after written notification by UCF Parking and Transportation Services management to repair such damages, Contractor may be assessed Liquidated Damages up to \$500 per day per bus.
 - 1. Contractor may request an extension, in writing, if parts, equipment, and/or qualified repair personnel are unavailable to complete repairs within 30 days.
 - 2. Liquidated Damages are assessed or waived at the sole discretion of UCF.
- G. Contractor shall be responsible for complete maintenance of the buses keeping them clean and in neat condition, both inside and outside.
- H. The University reserves the right to perform unannounced, periodic inspections related to appearance, as well as to safety and cleanliness.
 - 1. During the contract period, designated University personnel shall have immediate and unrestricted access to all buses in use by the Contractor for this service, as well as to any and all maintenance records during planned or unannounced visits or inspections of the contractor's facilities and unrestricted access to all buses in use by Contractor for this service, as well as to any and all maintenance records during planned or unannounced visits or inspections of Contractor's service and maintenance facility.
- I. All climate control system must be operable during the appropriate weather conditions.

- J. All buses will undergo daily safety and cleanliness inspections and will remain FMVSS compliant at all times. Records of these inspections will be maintained and made available to the designated University personnel upon request. Any problem affecting the safe operation of the bus or presenting a potential hazard to passengers must be corrected before the bus may be put into service.
- K. All buses placed into service by Contractor must, without exception:
1. Be cleaned daily, inside and outside.
 2. Have bus floors swept and mopped daily.
 3. Be wiped down entirely. Surfaces to be wiped down will include, but not be limited to dash controls, the area along the dashboard, and the headliner above the driver area.
 4. Be “VIP” detailed, no less than once monthly.
 5. Have fully operational air conditioning, wheelchair lifts, seat belts, radios, and destination signs.
 6. Be free of body damage, have no missing or unpainted panels; with wheels and tires checked daily for any defects, flats or low inflation, or missing curbing lugs.
 7. Be free of graffiti on the exterior and interior of the buses.
 8. Have all safety items, i.e. lights, brakes, horn, tires, wheelchair tie-downs, seat belts, etc., fully operational. All malfunctioning or non-operational safety-related items must be repaired, corrected, or replaced before the affected bus can be returned to service.
 9. Have no cannibalized parts.
- L. Regular cleanliness maintenance will be performed by the drivers at all times. Following is a list of interior maintenance items that must be performed regularly:
1. The interior of buses kept clean and free from damage
 2. Floors kept free of debris
 3. Trash containers kept emptied
 4. Seats checked regularly for spills and general cleanliness
 5. Upholstery checked for damage
 6. All surfaces kept free of graffiti, stains, etc
 7. Windows kept clean and free of any damage or obstruction to vision
 8. The exterior of each bus must also be kept clean and free of damage and rust
 9. Buses will be washed at least once per week, or more frequently if needed
- M. The windows of each bus will be cleaned no less than once weekly. This includes, both the inside and outside of each window.
- N. All buses shall be maintained properly, in accordance with the above, or as otherwise required by the University. Failure to do so may result in a bus being taken out of service until the desired corrections are made.

- O. Contractor shall maintain records for each bus, reflecting its mechanical operation history, including inspections and repairs. These records shall be available for inspection, during regular UCF business hours, by duly authorized UCF personnel.
- P. Any equipment, other than what has been previously mentioned, that is necessary for the safety and maintenance of the buses, must be maintained per industry standards.
- Q. A preventative maintenance wheelchair lift or ramp inspection will be performed on each bus no less frequently than once every 6,000 miles, and a long-form preventative maintenance inspection will be conducted in no less frequency than each 2,400 miles. Wheelchair lifts or ramps must be cycled daily.
- R. A preventative maintenance air conditioning inspection will be performed on each bus no less frequently than once every 6,000 miles, and a long-form preventative maintenance inspection will be performed no less frequently than each 24,000 miles.
- S. Air-conditioning filters will be changed at the time of every inspection, or more frequently, as needed.

ATTACHMENT "F" GRAPHICS AND BUS WRAPS

In accordance with the University of Central Florida's Invitation to Negotiate No. 1802MCSA and Groome Transportation's offer.

- A. Buses shall be painted white with black trim.
- B. Contractor shall make buses available to UCF for wrapping and graphics upon request. Contractor shall coordinate movement of buses to and from the graphics installation location at UCF's direction.
- C. UCF will wrap each bus in coordination with Lynx in Orlando. The cost of installation and graphics will be covered by UCF.
- D. The timing of bus wrap replacement due to normal wear and tear or for any other reason, will be at UCF's sole discretion. UCF will pay for the cost of graphics and installation.
- E. Contractor is fully responsible for damages to bus wraps and graphics and will be responsible for replacement and/or repair of any graphics that are damaged.
- F. All repairs to graphics must be made within 21 (twenty-one) days of occurrence. UCF will only approve extensions (which must be done in writing) if Contractor shows legitimate need for delay such as delivery of graphics or installer availability.
- G. Unrepaired graphics are subject to Liquidated Damages up to \$200 per day per bus if the deadline is not met. Damages are assessed (and may be excused) at the sole discretion of UCF transportation management.
- H. All buses will be painted solid white prior to delivery. Decal placement and design on all buses will be determined by UCF. Once the buses are inspected, Contractor and a University designee will sign off on a checklist, including digital photographs for each bus inspected and approved for use. The University will retain copies of the checklists and photographs.

ATTACHMENT "G" TECHNOLOGY REQUIREMENTS

In accordance with the University of Central Florida's Invitation to Negotiate No. 1802MCSA and Groome Transportation's offer.

- A. Double Map Real Time GPS/AVL Tracking System.
- B. Real time location updates for buses on all maps and smartphone applications shall be provided every 1-3 seconds.

PASSENGER WEBSITE

- A. Optimized for mobile phones, tablets, and PC/MAC browsers.
- B. Unique web link that may be accessed by anyone without login or password.
- C. No software to load (pure HTML implementation) that displays buses laid over a 2D map.
- D. Branded specifically for UCF.
- E. Website shall have the ability to show the direction of travel and location in real time of each bus on each route. All routes are drawn in different colors.
- F. Each route is separately selectable – user has the ability to show one, some, or all routes on the map.
- G. The website shall allow UCF to choose a stop and display the next arrivals for route(s) serving that stop.
- H. Shared bus stops (those on multiple routes) are clearly identified as such.
- I. An Icon for each in service bus shall be rendered on the web site. Bus icon positions should update without the need for refreshing.
- J. Upon click of the bus icon, additional info is provided to the user:
 - 1. Route Identifier
 - 2. Next Stop
 - 3. ETA to Next Stop
- K. Bus arrival real-time predictions are provided for each bus stop.
- L. When a bus is selected, ETAs to at least three of the down-line stops should be displayed, this should be configurable to show as many stops as required by UCF.
- M. ETAs are provided for each bus en route to a bus stop (e.g.: if two buses are on their way to a bus stop, there shall be two arrival time predictions).
- N. There shall be a section of the screen that is reserved for public service announcements from UCF and allow for links to specified websites.

- O. Integrated help system.

MOBILE APPLICATIONS

- A. Native mobile application required for Apple (iOs) and Android.
- B. Capability to provide a unique UCF mobile application that can be downloaded directly, is branded with UCF logos, text, and colors, and does not require any selection of agency. This may be offered as an upgrade.
- C. Support for users to leave feedback and for public service announcements.
- D. Integrated help system.
- E. Ability for users to save favorite route(s) and stop(s).
- F. Ability for user to set reminders to alert them, within the app to bus arrivals at specific routes, stops, and times.

AUTOMATED PASSENGER COUNTING SYSTEM

- A. Contractor will provide a PCU-210 DILAX counting system meeting the minimum system requirements of the ITN.

ON BOARD PUBLIC WI-FI

- A. To be provided on 8 El Dorado Transit style buses.
- B. Dual band transit grade cellular modem required.
- C. Modem must have the capability to support a minimum of 40 simultaneous users.
- D. Minimum 10GB per month per bus data capacity.
- E. Management software to control content and data usage, including the ability to shut off data when maximum usage is met.

VIDEO MONITORING SYSTEM

- A. Each bus shall be outfitted with a video surveillance/monitoring camera system.
- B. System shall have a minimum of 4 channels and 4 cameras.
- C. System must have the capability of storing 30 days of video from all cameras at a sufficiently high enough resolution to ensure clear viewing of all incidents. This includes the ability to clearly identify faces and any items carried or used by passengers.

ATTACHMENT “H” RIDERSHIP AND GENERAL REPORTING

In accordance with the University of Central Florida’s Invitation to Negotiate No. 1802MCSA and Groome Transportation’s offer.

- A. Contractor will provide passenger count data by route, stop, bus, time, date, and driver.
- B. Passenger count data shall be available in real time.
- C. Detailed ridership data shall be available for a minimum of three years.
- D. Aggregate ridership data (at the system, route and month level) shall be available for the duration of the contract, including any optional years.
- E. Contractor will be required, at the University's request, to conduct, record, and report on manual audit of all boarding passengers on a particular bus or route. Installation of automatic passenger counters in real time will be required at no cost to the University.
- F. Ridership counts, in real time, will be separated by route, stop, day, bus, driver, and time (hourly). The ridership counts will be aggregated daily, to weekly, monthly, and yearly reports.
- G. All reports will be available via a web-based reporting system that can be accessed by any user with authorized credentials.
- H. All data must be exportable in .CSV or XLS format at any time by the user (does not require any outside support to download data).

GENERAL REPORTS

1. Public Site Usage Report
2. Smart Phone App Usage Report
3. On time performance by route and stop
4. Headways reports
5. Alerts such as Speeding, Geofence Activities
6. On/Off Route Reports
7. Real Time API will be provided. API shall include all information provided within the system.

ATTACHMENT "I" KEY PERFORMANCE INDICATORS (KPI's)

In accordance with the University of Central Florida's Invitation to Negotiate No. 1802MCSA and Groome Transportation's offer.

UCF Parking and Transportation Services will measure the level of customer service and contract compliance by the Contractor. KPI's are listed below.

Objective	Description	Metric	Measurement Frequency	Target	Penalty
On Time Performance	Minimize wait times at scheduled stops	Arrival and departure from scheduled stops are no more than 5 minutes early or late. GPS reporting tool.	Quarterly	A 90% accuracy of on-time performance	\$100 per bus with less than 90% on-time performance. For example: Once a quarter UCF uploads all the arrival and departure times using the GPS reporting tool. The 90% benchmark will be set using the GPS information. A \$100 penalty will be applied to each occurrence under the 90% benchmark.
Training	Customer service excellence	Contractor is to certify all drivers receive customer service training	Semi-annually	100% of staff trained	None
Customer Satisfaction	Customer experience and feedback	Satisfactory rating on customer surveys	Semi-annually	80% satisfactory rating	None
Customer Satisfaction	Customer experience	Contractor is to respond to and investigate customer complaints	Quarterly	100% of complaints are addressed within 48 hours of receipt	After 3rd occurrence: \$100, and each occurrence thereafter for complaints not addressed within 48 hours of receipt.

Reliability	Minimize service interruptions	Contractor is responsible for all bus maintenance and must provide backup bus in case of breakdowns or accidents within 1-hour notice or less	Quarterly	100% route coverage	After 3rd occurrence: \$200, and each occurrence thereafter for back-up buses not arriving in 1-hour notice or less
GPS Application	Provides web-based interface that shows buses traveling in real time on map/location	Contractor is to install GPS based passenger information system on all shuttles used.	Quarterly	95% accuracy of information in real-time	\$100 per bus when less than 95% accuracy measured daily by ensuring that each bus GPS system is active. Once a quarter UCF will determine the number of buses active throughout the period. The 95% benchmark will be determined. A \$100 penalty will be applied to each occurrence under the 95% benchmark when the GPS application is not active.
Safety	Ensure passenger safety on board campus shuttles	Contractor is to report all accidents, injuries and damages provide log incidents and number of accidents	Quarterly	100% reporting of data immediately	\$100, and each occurrence thereafter. The incident log will be reviewed quarterly. A \$100 penalty will be assessed for any incidents not reported to UCF within 24 hours

KEY PERFORMANCE INDICATOR REPORTING

- A. Monthly Report (due by the tenth business day of the next month)
- B. Missed or late departures, and reasons(s) therefore

- C. Number of complaints
- D. Number of accidents
- E. Number of wheelchair boardings
- F. Maintenance inspections
- G. Near Real Time Reports (required to be available within 24 (twenty-four) hours or less
 - 1. On Time Reports
 - 2. Headways Reports
- H. Accident and Incident Reporting
 - 1. Contractor shall be responsible for immediately reporting all facts relating to accidents, injuries, damages, or losses incurred. UCF shall designate the authority that shall receive these reports.

ATTACHMENT “J” PURCHASE OPTION VALUE SCHEDULE

In accordance with the University of Central Florida’s Invitation to Negotiate No. 1802MCSA and Groome Transportation’s offer.

Bus Type: El Dorado Axess Diesel Powered Single Door 39 minimum passenger seating capacity buses.

Price Per Bus Per Month Starting July 1, 2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
July	\$437,819	315,938	258,492	211,496	173,045	141,582	115,838	94,777	77,545	67,374
August	\$420,939	310,584	254,111	207,912	170,113	139,183	113,875	93,171	76,231	66,860
September	\$404,059	305,230	249,730	204,328	167,181	136,784	111,912	91,565	74,917	66,346
October	\$387,179	299,876	245,349	200,744	164,249	134,385	109,949	89,959	73,603	65,832
November	\$370,299	294,522	240,968	197,160	161,317	131,986	107,986	88,353	72,289	65,318
December	\$353,416	289,159	236,584	193,569	158,375	129,579	106,019	86,743	70,972	64,793
January	\$348,062	284,778	233,000	190,637	155,976	127,616	104,413	85,429	70,458	64,306
February	\$342,708	280,397	229,416	187,705	153,577	125,653	102,807	84,115	69,944	63,818
March	\$337,354	276,016	225,832	184,773	151,178	123,690	101,201	82,801	69,430	63,332
April	\$332,000	271,635	222,248	181,841	148,779	121,727	99,595	81,487	68,916	62,845
May	\$326,646	267,254	218,664	178,909	146,380	119,764	97,989	80,173	68,402	62,358
June	\$321,292	262,873	215,080	175,977	143,981	117,801	96,383	78,859	67,888	61,871

ATTACHMENT “J” PURCHASE OPTION VALUE SCHEDULE – Continued.

Bus Type: Blue-Bird Propane Powered Double Door 36 Seated Passenger buses

Price Per Bus Per Month Starting July 1, 2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
July	\$162,403	117,762	96,346	78,829	64,497	52,772	43,181	35,330	28,908	25,116
August	\$156,268	115,767	94,713	77,493	63,404	51,878	42,450	34,732	28,419	24,925
September	\$150,133	113,772	93,080	76,157	62,311	50,984	41,719	34,134	27,930	24,734
October	\$143,998	111,777	91,447	74,821	61,218	50,090	40,988	33,536	27,441	24,543
November	\$137,863	109,782	89,814	73,485	60,125	49,196	40,257	32,938	26,952	24,352
December	\$131,727	107,777	88,181	72,148	59,030	48,298	39,516	32,331	26,453	24,150
January	\$129,732	106,144	86,845	71,055	58,136	47,567	38,918	31,842	26,262	23,972
February	\$127,737	104,511	85,509	69,962	57,242	46,836	38,320	31,353	26,071	23,794
March	\$125,742	102,878	84,173	68,869	56,348	46,105	37,722	30,864	25,880	23,616
April	\$123,747	101,245	82,837	67,776	55,454	45,374	37,124	30,375	25,689	23,438
May	\$121,752	99,612	81,501	66,683	54,560	44,643	36,526	29,886	25,498	23,260
June	\$119,757	97,979	80,165	65,590	53,666	43,912	35,928	29,397	25,307	23,082

ATTACHMENT “J” PURCHASE OPTION VALUE SCHEDULE – Continued.

Bus Type: Propane Powered StarCraft All-Star 20 minimum passenger buses

Price Per Bus Per Month Starting July 1, 2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
July	\$85,624	61,872	50,626	41,416	33,944	27,765	22,687	18,563	15,188	13,198
August	\$82,341	60,824	49,769	40,714	33,378	27,288	22,303	18,249	14,931	13,098
September	\$79,058	59,776	48,912	40,012	32,812	26,811	21,919	17,935	14,674	12,998
October	\$75,775	58,728	48,055	39,310	32,246	26,334	21,535	17,621	14,417	12,898
November	\$72,492	57,680	47,198	38,608	31,680	25,857	21,151	17,307	14,160	12,798
December	\$69,208	56,625	46,330	37,906	31,104	25,375	20,761	16,987	13,898	12,688
January	\$68,160	55,768	45,628	37,340	30,627	24,991	20,447	16,730	13,798	12,594
February	\$67,112	54,911	44,926	36,774	30,150	24,607	20,133	16,473	13,698	12,500
March	\$66,064	54,054	44,224	36,208	29,673	24,223	19,819	16,216	13,598	12,406
April	\$65,016	53,197	43,522	35,642	29,196	23,839	19,505	15,959	13,498	12,312
May	\$63,968	52,340	42,820	35,076	28,719	23,455	19,191	15,702	13,398	12,218
June	\$62,920	51,843	42,118	34,510	28,242	23,071	18,877	15,445	13,298	12,124