

SENIOR RESOURCE ASSOCIATION, INC.

INVITATION FOR PROPOSALS

PROJECT NAME:

ADA Paratransit In-Person Eligibility Assessments

REFER GENERAL TERMS AND CONDITIONS QUESTIONS TO:

Chris Stephenson, Operations Manager

Telephone: 772-469-3151

BID OPENING DATE: January 15th, 2016

BID OPENING TIME: 3 p.m.

ALL PROPOSALS MUST BE RECEIVED IN THE SENIOR RESOURCE ASSOCIATION, INC., LOCATED AT 4385 43RD AVENUE, VERO BEACH, FLORIDA 32967 PRIOR TO THE DATE AND TIME SHOWN ABOVE. LATE PROPOSALS WILL BE RETURNED UNOPENED.

PLEASE SUBMIT ONE (1) ORIGINAL AND FIVE (5) COPIES OF YOUR PROPOSAL

IMPORTANT! - PLEASE READ CAREFULLY BEFORE MAKING PROPOSAL

TO: PROSPECTIVE VENDORS

RE: ADA Paratransit In-Person Eligibility Assessments

This overview is intended to provide prospective bidders a summary of the Senior Resource Association's ADA Paratransit eligibility process and the role of the 3rd party eligibility contractor.

THE SENIOR RESOURCE ASSOCIATION shall select the applications which will require an in-person functional assessment by the CONTRACTOR's professional staff. THE SENIOR RESOURCE ASSOCIATION will send all selected applicants a notice requiring the applicant to contact the CONTRACTOR to schedule an in-person functional assessment as part of the eligibility process. THE CONTRACTOR shall schedule an in-person functional assessment, as soon as possible, but in all cases no more than 10 days from the date of the applicant's call to schedule this appointment.

During the intake process, applicants whose disability/condition requires additional information such as seizure frequency, type and controllability, THE CONTRACTOR may contact the applicant's health care professional(s), obtain pertinent records and utilize this information as part of the eligibility determination process and/or defer the file to THE SENIOR RESOURCE ASSOCIATION for follow-up as appropriate.

THE CONTRACTOR will perform functional, cognitive and partial evaluations, real world assessments, associated clerical tasks as well as occasional or temporary responsibilities as detailed in the in other areas of this RFP. These evaluations and services will be consistent with regulations and guidelines provided by 49 CFR, Part 37 as well as applicable recommendations from APTA peer review dated March 21, 2011. The CONTRACTOR will make a written recommendation as to the applicant's eligibility status, which includes, but is not limited to the following: unconditional, conditional, temporary, not eligible or incomplete/deferred.

THE CONTRACTOR will offer the same type of project amenities developed under RLI #2006081-0-mt-1re. This includes, but is not limited to, the "mock" bus (SRA to provide equipment only) and simulated bus trip, applicant waiting room, and clerical support. THE CONTRACTOR will continue to revise/improve the evaluation process, to assure soundness of the testing progression, and compliance with Federal criteria.

The CONTRACTOR's project manager will review all applicants deferred, found not eligible and applicants requesting an appeal, with the INDIAN RIVER TRANSIT eligibility specialist on a weekly or bi-weekly basis. In addition, The CONTRACTOR's staff will appear at appeal hearing or administrative/legal proceeding to provide testimony and evidence to support each challenged eligibility determination as needed.

INSURANCE REQUIREMENTS

Prior to the time contractor is entitled to commence any part of the project, work, or services under this contract, contractor shall procure, pay for, and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the Senior Resource Association, Inc. 1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the Senior Resource Association, Inc. and listing all carriers issuing said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance must be underwritten through a company licensed to do business in the State of Florida and have an AM Best rating of at least A- VII. The insurance requirements shall remain in effect throughout the term of this contract.

1. **Workers' Compensation** in at least the limits as required by law.
2. **Commercial General Liability Insurance** including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$2,000,000.00, each occurrence; and property damage of not less than \$1,000,000.00, each occurrence. (Combines single limits of not less than \$2,000,000.00, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include **Broad Form Property Damage** coverage of not less than \$50,000.00 per occurrence, unless otherwise stated by exception herein.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverage or limits, a notice thereof shall be given to the Senior Resource Association Inc. by certified mail to the: Senior Resource Association, Inc., Administrative Office, 694 14th Street, Vero Beach, FL 32960-3365. Proposer shall also notify the Senior Resource Association, Inc., in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by said contractor from its insurer; and nothing contained herein shall absolve contractor of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against the Senior Resource Association, Inc., for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of contractor.
3. The term "Senior Resource Association, Inc." shall include all Authorities, Boards, Departments, and Offices of the Senior Resource Association and individual members, employees thereof in their official capacities, and/or while acting on behalf of the Senior Resource Association, Inc.
4. Senior Resource Association, Inc. shall be endorsed to the required policy or policies as an additional named insured.

5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Senior Resource Association, Inc., to any such future coverage, or to the SRA's self insured retention of whatever nature.

Senior Resource Association, Inc. hereby waives subrogation rights for loss or damage against it.

CERTIFICATES AND LICENSES

The successful proposer shall possess all valid licenses and certificates required for performance of the work specified herein. Current notarized copies of licenses and certificates shall be provided to the Senior Resource Association, Inc., within twenty-four hours upon demand at any time prior to or during the contract term.

INDEMNIFICATION

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless the Senior Resource Association, Inc., and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and b) is caused in whole or in part by any negligent act or omission of the contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by the Senior Resource Association.

In any and all claims against the Senior Resource Association, Inc., or any of its agents or employees, by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

DEBARMENT

By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

EXPENSES INCURRED IN PREPARING PROPOSAL

The Senior Resource Association, Inc. accepts no responsibility for any expense incurred by the proposer in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the proposer.

LEGAL REQUIREMENTS

FEDERAL, STATE, COUNTY, AND LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS THAT IN ANY MANNER AFFECT THE ITEMS COVERED HEREIN SHALL APPLY. LACK OF KNOWLEDGE BY THE CONTRACTOR SHALL IN NO WAY BE A CAUSE FOR RELIEF FROM RESPONSIBILITY. EVERY CONTRACTOR SUBMITTING THIS PROPOSAL IS PROHIBITED FROM DISCRIMINATING AGAINST ANY EMPLOYEE, APPLICANT OR CLIENT BECAUSE OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, SEXUAL PREFERENCE, DISABILITY OR AGE WITH REGARD TO, BUT NOT LIMITED TO, THE FOLLOWING: EMPLOYMENT PRACTICES, RATES OF PAY OR OTHER COMPENSATION METHODS, AND TRAINING SELECTION.

INFORMALITIES AND IRREGULARITIES

The Senior Resource Association, Inc. has the right to waive minor defects or variation of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity or performance time of the services being procured. If insufficient information is submitted by a proposer with the proposal for the Senior Resource Association, Inc. to properly evaluate the proposal, the Senior Resource Association, Inc., has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The Senior Resource Association, Inc., reserves the right to reject any or all proposals in whole or in part; to award by any item, group(s) of items, total proposal, or accept the proposal which is most advantageous and in the best interest of the Senior Resource Association, Inc. The Senior Resource Association, Inc., also reserves the right to request best and final offers from qualified proposers.

NONCONFORMING TERMS AND CONDITIONS

ANY INTENTIONAL DEVIATIONS FROM THE TERMS, CONDITIONS OR SPECIFICATIONS IN ANY PART OF THIS RFP MUST BE CLEARLY POINTED OUT; HOWEVER, SUCH STATEMENT SHALL NOT RELIEVE THE APPLICANT FROM MEETING RFP REQUIREMENTS. IN THE ABSENCE OF SUCH STATEMENTS, THE ASSOCIATION WILL ASSUME THAT ALL ITEMS OFFERED ARE IN STRICT COMPLIANCE WITH RFP SPECIFICATIONS AND THE SUCCESSFUL APPLICANT WILL BE HELD RESPONSIBLE FOR SUCH COMPLIANCE.

Proposal responses that include terms and conditions that do not conform to the terms and conditions in the proposal document are subject to rejection as nonresponsive. The Senior Resource Association reserves the right to permit the proposer to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the Senior Resource Association of non-responsiveness based on the submission of nonconforming terms and conditions.

VENUE

The laws of the State of Florida shall govern this agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

DUE DILIGENCE

DUE CARE AND DILIGENCE HAVE BEEN USED IN PREPARING THIS REQUEST FOR PROPOSAL AND RELATED INFORMATION. HOWEVER, NO WARRANTIES ARE MADE AS TO THE ACCURACY AND COMPLETENESS OF THE REQUIRED INFORMATION. IT IS THE RESPONSIBILITY OF APPLICANTS TO ENSURE THEY HAVE ALL THE INFORMATION THEY DEEM NECESSARY TO AFFECT THEIR PROPOSAL. **THE SENIOR RESOURCE ASSOCIATION, INC. WILL NOT BE RESPONSIBLE FOR THE FAILURE ON THE PART OF APPLICANTS TO DETERMINE THE FULL EXTENT OF THE RISK EXPOSURES.** APPLICANTS SHALL THOROUGHLY READ AND EXAMINE ALL PROPOSAL DOCUMENTS. AS PROPOSAL DOCUMENTS FREQUENTLY CHANGE FOR EACH SOLICITATION, APPLICANTS SHOULD NOT ASSUME THAT THIS SOLICITATION CONTAINS THE SAME TERMS AND CONDITIONS THAT WERE SUPPLIED IN PRIOR SOLICITATIONS. THE ASSOCIATION IS NOT OBLIGATED TO IDENTIFY ANY MODIFICATIONS TO PROPOSAL DOCUMENTS. APPLICANTS SHALL MAKE ALL INVESTIGATIONS NECESSARY TO THOROUGHLY INFORM THEMSELVES REGARDING EQUIPMENT AND FACILITIES FOR DELIVERY OF SERVICES AS REQUIRED BY THE PROPOSAL CONDITIONS. NO PLEAS OF IGNORANCE BY THE PROVIDER OF CONDITIONS THAT EXIST OR THAT MAY HEREAFTER EXIST AS RESULT OF FAILURE TO FULFILL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS WILL BE ACCEPTED AS A BASIS FOR VARYING THESE REQUIREMENTS OR THE COMPENSATION TO THE VENDOR.

EXCEPTIONS

ANY DEVIATIONS FROM THE TERMS, CONDITIONS OR SPECIFICATIONS IN ANY PART OF THIS RFP MUST BE CLEARLY POINTED OUT; HOWEVER, SUCH STATEMENT SHALL NOT RELIEVE THE APPLICANT FROM MEETING RFP REQUIREMENTS. IN THE ABSENCE OF SUCH STATEMENTS, SRA WILL ASSUME THAT ALL ITEMS OFFERED ARE IN STRICT COMPLIANCE WITH RFP SPECIFICATIONS AND THE SUCCESSFUL APPLICANT WILL BE HELD RESPONSIBLE FOR SUCH COMPLIANCE.

END OF GENERAL PROVISIONS

TENTATIVE SUBMISSION, REVIEW AND CONTRACT AWARD SCHEDULE

THE FOLLOWING SCHEDULE WILL BE ADHERED TO IN ALL ACTIONS RELATIVE TO THIS PROCUREMENT. SENIOR RESOURCE ASSOCIATION, INC.(SRA), RESERVES THE RIGHT TO DELAY THE SCHEDULE IN THE BEST INTEREST OF THE ORGANIZATION.

JANUARY 10 TH , 2016	RFP IS ADVERTISED
JANUARY 15 TH , 2016	RFP released and available to potential Providers and mailed upon request to the Senior Resource Association, by calling (772) 532-0396
FEBRUARY 7 TH , 2016	<u>LETTER OF INTENT. PROVIDERS INTERESTED IN BIDDING ON THE RFP MUST SUBMIT A LETTER OF INTENT TO DO SO. LETTERS MUST BE RECEIVED NO LATER THAN 4:00 P.M. ON FEBRUARY 7TH, 2016 AND EITHER DELIVERED OR MAILED TO THE SENIOR RESOURCE ASSOCIATION, 4385 43RD AVENUE, VERO BEACH, FL 32967.</u>
FEBRUARY 15 TH , 2016 2:00 P.M. (EASTERN) SENIOR RESOURCE ASSOCIATION CLOCK	<u>DEADLINE FOR SUBMISSION.</u> PROPOSALS MUST BE RECEIVED AT THE OFFICE LISTED ABOVE. <u>SRA WILL NOT BE RESPONSIBLE FOR THE LATE ARRIVAL OF PROPOSALS DUE TO INADVERTENT ERRORS MADE BY MAIL OR COURIER SERVICES, TRAFFIC DELAYS OR ANY OTHER CIRCUMSTANCES.</u> PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE VERIFIED AND INITIALED BY THE CONTACT PERSON. A LETTER EXPLAINING THAT THE PROPOSAL WAS DISQUALIFIED FOR NOT MEETING THE RFP DEADLINE STIPULATIONS WILL BE SENT TO THE PROPOSER WITHIN 5 BUSINESS DAYS.
FEBRUARY 15 TH , 2016 2:01 P.M. (EASTERN) SENIOR RESOURCE ASSOCIATION CLOCK	<u>PUBLIC OPENING</u> OF PROPOSALS TO BE HELD AT THE SENIOR RESOURCE ASSOCIATION/INDIAN RIVER TRANSIT, 4385 43RD AVENUE, VERO BEACH, FL 32967
FEBRUARY 15 TH , 2016-FEBRUARY 19 TH , 2016	<ul style="list-style-type: none"> ● EVALUATION OF PROPOSALS ANTICIPATED TO BE COMPLETED. ● THE RFP REVIEW COMMITTEE WILL MEET TO APPROVE SELECTION OF PROVIDERS.
FEBRUARY 22 ND , 2016-FEBRUARY 26 TH , 2016	NOTICE OF SELECTION MAILED TO ALL APPLICANTS BY MAIL. NOTICE OF SELECTION POSTED IN THE SRA ADMINISTRATIVE OFFICE.
MARCH, 2016	ANTICIPATED ISSUANCE OF CONTRACTS
APRIL 1 ST , 2016	EFFECTIVE DATE OF CONTRACTS.

RESPONSE FORMAT

Proposers shall present their responses to the Request for Proposals in the manner and format listed below, identifying each response by its respective tab numeral. The Proposal is to be typed on 8 1/2"x11" letter size paper, legible, and numbered at the bottom and center of the page, beginning with "1" (title page), consecutively through to the last page of the application package, with the exception of the exhibits which should be identified as attachments and numbered consecutively beginning with Attachment " I."

<u>Tab</u>	<u>Item</u>
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- I. **Management summary. The proposer shall provide a cover letter indicating the underlying philosophy of the firm in providing the service and a comprehensive organizational chart, including affiliated service providers subcontracted for the performance of the Project.**
- II. **Proposal. Describe, in detail, how the requested services will be provided, addressing each of the tasks identified in the Scope of Work. Proposer shall propose timeliness for the specified services.**
- III. **Corporate experience and capacity. The proposer shall state the size of the firm, the size of the firm's staff, details of any affiliated service providers, the location of the home office and the office from which this service is to be performed, if different, financial viability and company's history. The proposer shall attach a copy of state of Florida certifications as a Minority Business Enterprise (MBE) and/or as a Disadvantaged Business Enterprise (DBE).**
- IV. **Qualifications. The proposer shall submit comprehensive statements for qualifications and resumes of all involved in the delivery of the offered services, included affiliated service providers.**
- V. **References. The proposer and any affiliated service providers shall provide a total of at least three (3) references for work of a similar nature. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. References should relate to provision of similar services.**
- VI. **Examples of Similar Work: The proposer and any affiliated service providers shall provide a total of at least three (3) examples for work of a similar nature. Include a color photo of the work, the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Examples should relate to provision of similar services.**
- VII. **Proposed Contract. The proposer shall submit a proposed contract consistent with the proposal that governs the terms and conditions for provision of the necessary services called for in the RFP to properly execute the Project.**

REVIEW AND ASSESSMENT

Evaluation Criteria

PROPOSALS WILL BE CONSIDERED ON AN EQUAL COMPETITIVE BASIS. QUALIFICATIONS FOR EACH SERVICE MUST BE DESCRIBED SEPARATELY. PROPOSALS FOR EACH SERVICE WILL BE EVALUATED SEPARATELY, USING THE FOLLOWING CRITERIA:

CRITERIA	MAXIMUM POINTS AWARDED
ADA EVALUATION SYSTEM DESIGN	55
EXPERIENCE AND PAST PERFORMANCE	10
RESPONSIVENESS TO RFP INSTRUCTIONS	10
PRICE	25

NOTICE OF INTENT TO UTILIZE PREFERENCES FOR CERTIFIED MINORITY OR DISADVANTAGED BUSINESS ENTERPRISES IN AWARDING THIS CONTRACT

Firms will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals, discussions, and interview sessions (if necessary). THE SENIOR RESOURCE ASSOCIATION, Inc. RESERVES THE RIGHT TO EVALUATE AND AWARD ON THE BASIS OF INITIAL PROPOSALS WITHOUT INTERVIEW SESSIONS.

- 1. Applicable evaluation system design meeting Senior Resource Associations requirements;**
- 2. Qualifications and experience of the firm and assigned staff members**
- 3. The degree of completeness of response to the specific requirements and**
- 4. Pricing**

The proposer shall be required before the award of any contract to show to the complete satisfaction of the Senior Resource Association, Inc. that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The Senior Resource Association may take reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the Senior Resource Association all information for this purpose that may be requested.

Evaluation of the proposer's qualifications shall include:

- 1. The ability, capacity, skill, and financial resources to perform the work or provide the service required, as demonstrated by established facilities and clientele;**
- 2. The integrity, reputation, judgment, experience, and efficiency of the proposer;**
- 3. The quality of performance of previous contracts or services.**

SENIOR RESOURCE ASSOCIATION, INC. RESERVES THE RIGHT TO EVALUATE AND AWARD ON THE BASIS OF INITIAL PROPOSALS WITHOUT INTERVIEW SESSIONS.

The proposer shall be required before the award of any contract to show to the complete satisfaction of Senior Resource Association, Inc. that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the Senior Resource Association Inc. with regard to the proposer's qualifications. Senior Resource Association, Inc. may take reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to Senior Resource Association, Inc. all information for this purpose that may be requested. Senior Resource Association, Inc. reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the Senior Resource Association that the offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein.

SCOPE OF WORK

INTRODUCTION

Paratransit service is provided to individuals who, because of physical or cognitive conditions, are unable to utilize the fixed-route bus service in Indian River County. Indian River Transit would like to utilize a comprehensive eligibility program to assure that only qualified individuals are certified as ADA Paratransit eligible. One of the primary goals is to maintain or increase efficiencies and sustain reasonable costs in ways that are least disruptive to our applicants.

One of the most important components of the program is to accurately determine which applicants meet the strict Federal eligibility criteria to be certified as Paratransit eligible. Senior Resource Association is seeking a qualified vendor to continue their in-person functional assessment component of the eligibility process.

As part of the Americans with Disabilities Act (hereinafter called ADA), paratransit service is provided to individuals who, because of physical or cognitive conditions, are unable to utilize the fixed-route bus service in Indian River County. Only those firms who can offer the highest standards of professionalism and adherence to rules, regulations, laws and best practices regarding eligibility for Paratransit services will be considered.

The contract term for the service detailed in this RFP is projected to begin April 1st, 2016 (subject to adjustment) and end on April 1st, 2019, which is a total term of three years. Final contract approval by the Senior Resource Association is anticipated to occur around March 15th, 2016 allowing for a smooth transition and adequate start-up preparations between the Senior Resource Association and the successful responder.

PURPOSE OF THE SOLICITATION

The following is a general overview of the purpose and key elements of this RFP.

Senior Resource Association intends to contract with a vendor to provide 3rd party in-person ADA paratransit functional evaluations under the terms and conditions set forth in this RFP.

Responding firms must have staff who are familiar with the INDIAN RIVER TRANSIT fixed-route bus system, training and experience in the ADA Paratransit eligibility process and the facility/interstructure suitable to perform the services and tasks detailed as well as be committed to providing a high level of customer service to the applicants of the Community Coach program. The Senior Resource Association has no tolerance for rude, non-assistive, or confrontational behavior on the part of any contractor's employee.

The Senior Resource Association will evaluate the skills and qualifications of each responding firm, its proposed facility, staff and their experience, quality of service on similar contracts of this nature, and financial qualifications.

PROGRAM CHARACTERISTICS

One of the critical determinants for the success of a paratransit eligibility assessment program is the validity of the testing process and how accurately the critical components of a fixed-route bus trip are simulated. The in-person functional evaluations at the contractor site shall be a standardized assessment format that was developed using best practices from existing programs and guidance from applicable regulations. The contractor's program shall be specifically designed to evaluate the functional abilities of the applicant for paratransit services, with special focus on those skills necessary for fixed-route bus travel. The testing shall be progressive, advancing from easy to more difficult, and have a mechanism in place to halt testing when it is obvious that the applicant meets the federal eligibility criteria for paratransit services. By utilizing this format, efficiency can be increased and it will minimize inconvenience to the applicants; this also helps to reduce frustration with the eligibility process. Contractor staff shall be trained to recognize and report to the Senior Resource Association, applicants that appear to be demonstrating self-limiting behavior or other behaviors or concerns that could influence the eligibility determination. Determining which applicants are selected for in-person functional eligibility assessments will be the responsibility of The Senior Resource Association staff. The number of applicants selected for evaluation cannot be guaranteed.

The elements of the evaluation and associated services are expected to include, but not be limited to:

- Scheduling, Intake and Screening
- Simulated Bus Trip to understand the applicants:
 - Functional & Community Mobility Skills
 - Functional Vision Assessment
 - Cognitive Transit Skills
- Community Mobility skills to understand the applicants
 - Personal & Community Safety
- Supplemental and administrative services
 - Attendance at appeals hearings as needed
 - Performing Real-World assessments as needed

SCORING

The evaluation shall be conducted on a three-point scale, resulting in a score of "Independent", "Independent With Training" or "Failed". A score of "Independent" is received if the applicant was able to complete the task successfully without feedback. "Independent With Training" is given if the applicant could complete the task following verbal instruction or a hint. This area is used to assist in determining the underlying cause of the discrepancy (lack of familiarity with the fixed-route bus service versus a cognitive/functional issue, versus self-limiting behavior). It can also be used to determine if the applicant is capable of learning new information and if the applicant may benefit from travel training. A score of "Fail" is given if the applicant appears to be legitimately unable to complete the task with or without cueing.

SCREENING / INTAKE

The evaluation should begin as soon as the applicant arrives at the CONTRACTOR facility, or if the CONTRACTOR provides in-house transportation, when the applicant boards the CONTRACTOR's vehicle and has communication with the CONTRACTOR's driver. An applicant may choose to get to the evaluation site on their own or use existing Paratransit eligibility, as appropriate. Upon entering the CONTRACTOR facility, applicants should be asked to sign in and instructed to wait in the waiting area that is dedicated for the paratransit applicants. An Intake Questionnaire should then be completed by the applicant. Both large print

and Spanish versions should be made available upon request. The questionnaire allows CONTRACTOR to obtain current medical information and also helps staff to determine individual's perceived primary limitation(s) for travel on the fixed-route bus. A staff member should be available to assist with completing the intake materials, if necessary, and should document the reason why assistance was needed.

After completion of the Intake Questionnaire, physiological signs (blood pressure, pulse and respirations) should be measured. Safe parameters to carry on with testing must be established and shall be met prior to proceeding with the evaluation. An interview is then conducted by one of the CONTRACTOR's therapists which may include, but should not be limited to, a review of the history of the onset of the disability, current/past methods of travel, and a review of level of function and skills the applicant can perform, such as ambulating around a large, crowded facility, such as an airport. For individuals presenting with mobility aids, such as manual wheelchairs, power chairs or scooters, the CONTRACTOR must have the equipment to weigh applicant seated on their mobility aid, and measure the length and width of the mobility aid to ensure compliance with ADA regulations and/or Senior Resource Association policy.

Within this initial screening phase, the following skills shall be evaluated:

Functional

- Musculoskeletal Function
 - Range of Motion
 - Strength
 - Neurological Screening
- Travel on level surface
- Fine motor skills

Cognitive

- Orientation
- Short term memory
- Long term memory
- Follow directions

Visual

- Recognize name on list
- Tell time
- Provide identifying information in writing

SIMULATED BUS TRIP

Following this initial screening, the applicant is ready to be taken on a simulated bus trip. To place the trip into a realistic context, it is suggested that the applicant be told that they will be taking a "bus trip" to their doctor's office with a stop at a grocery store, for example, Publix. For this example, it is a trip that requires a transfer from one bus (the #2 bus) to the #72 bus. The applicant must first be able to recognize a bus stop. Pictures of buses must be shown and the applicant tested to see if he or she recognizes the bus numbers for both buses.

The applicant is then taken to the "mock bus" within the CONTRACTOR facility. The mock bus should include a driver's seat, marquee sign, a "bell" to ring for the stop, bus seats, a wheelchair bay and steps that are equal to real bus step height, as well as other features to give the appearance of a real bus. The bus is "boarded". Instructions for the trip are then given. It is suggested that the applicant be provided (verbally) with a 5-item grocery list (or something similar) and then be asked to ring the bell, first when they recognize Publix and then, after transferring buses, ring the bell when they see the photo of their doctor's office.

The bus "mock trip" then begins. From the "front window" of the bus, in front of the driver's seat, a slide show shall be projected that simulates a bus trip down certain local roads. Pictures of banks, intersections, stores/restaurants and other common landmarks must be displayed. The applicant would be asked to ring the "bell" at Publix and would be asked to recall the 5-item grocery list. The bell is to be rung again at the doctor's office. When successful, he or she will disembark from the bus (steps are of bus step height), and

the community mobility portion of the evaluation begins.

Within this portion of the evaluation, the following skills shall be assessed:

Functional

- Transfer to Bus Seat (Sit/Stand)
- Up/Down 9" Step
- Up/Down 11" Step

Cognitive

- Recognition of Bus Stop
- Short Term Memory
 - Recall of Grocery List
 - Recall of Bus Trip

Visual

- Read Marquee Sign
- Recognize Destinations

COMMUNITY MOBILITY

One of the unique components of the proposed evaluation is that community mobility can be evaluated in a real-world setting. The applicant shall be taken outdoors and be asked to ambulate to a real/simulated bus stop. The trip should include travel on level ground (sidewalk and parking lot area), travel over curbs and grass, and crossing two streets, a 4 lane road and if possible a busier, traffic-controlled 6 to 8 lane road with a traffic control device. Distance traveled, time to complete the trip, items carried by applicant, and rest stops must be recorded as part of the assessment process. Physiological responses before, during and after the trip should also be measured and recorded to ensure applicant safety.

During this portion of the evaluation, time and personal and community safety skills shall be evaluated, including crossing the street, reading a GOLINE schedule, what to do if one misses the bus or becomes lost.

Within this section, the following skills are evaluated:

Functional

- Navigate Level Surface
- Navigate Uneven Surface (Grass/Curb)
- Navigate Ramp
- Cross Street with Crosswalk (Speed)
- Cross Street without Crosswalk (Speed)

Cognitive

- Personal Safety
- Judgment
- Orientation
- TBA

At the conclusion of this testing, the therapist/evaluator, should have enough information to propose a "fully eligible", "conditionally eligible", "temporarily eligible" or "non-eligible" recommendation, which will then be submitted to The Senior Resource Association for final concurrence/consideration. The CONTRACTOR shall be able to provide additional and/or supplemental testing as needed or appropriate, including, but not limited to a real world assessment. In limited circumstances, it may be necessary to defer an applicant's status as "incomplete", to be reviewed with Senior Resource Association staff, for such observations as self-limiting behavior, unexplained inconsistencies or any actions/statements that suggest the applicant has a higher level of functioning than they display. It will be The Senior Resource Association responsibility to notify the applicant of the incomplete status and document the additional information/testing required to deem the application complete.

PARTIAL EVALUATIONS

On occasion, the CONTRACTOR may be unable to complete a full evaluation of a Applicants transit skills. This can occur when a medical condition precludes safe completion of the testing, the applicant declines to participate, or self-limiting behaviors are displayed, as well as other reasons. An example of this might be an applicant's extremely high blood pressure, suggesting a potential risk in taking the applicant out for a walk, or the applicant reported having a grand mal seizure in the morning and reports that seizures occur daily.

Occasionally, the evaluation is also limited if the applicant did not take their medication as prescribed or the applicant did not bring adaptive equipment that could be utilized. This could include, but not be limited to, the following situation: the individual owns and uses a power wheelchair, but presented for the evaluation in a manual wheelchair or using a walker. A partial evaluation can include the following:

- Completion of Intake Questionnaire
- Review of medical history
- Clinical interview
- Health Screening (blood pressure, pulse and respirations)
- Partial completion of the bus trip and/or community mobility testing

All portions that the individual is medically capable of completing should be concluded whenever possible, a suggested determination regarding eligibility should be recommended, if it is obvious that the individual has poor functionality, due to one or more disabling conditions, that would prevent fixed-route bus travel.

SUPPLEMENTAL INFORMATION and SERVICES

The CONTRACTOR staff shall be trained to recognize when additional information is needed to complete an evaluation. This could include, but not be limited to, information about seizures, pulmonary function, vision, degree of cognitive functionality, use of adaptive devices and therapy. It can also include records such as those maintained by schools, case managers, employers, governmental agencies or other sources that would explain the level of function and the applicant's potential to ride the fixed-route bus system. The CONTRACTOR may choose to immediately make a request, for example, communicate directly, in writing, with an applicant's neurologist regarding an applicant's self-report of recent major seizures and the need to know seizure type, controllability, and if the applicant is medically cleared to participate in activity, such as an outdoor walk. It is recommended that The CONTRACTOR discuss levels of additional information with THE SENIOR RESOURCE ASSOCIATION staff during their weekly visit to the CONTRACTOR facility. The Senior Resource Association will also send out notification of additional information needed/ notice of incomplete status to applicants and monitors requests to make sure efforts are not duplicated or that an excessive burden is not being placed on the applicant.

When THE SENIOR RESOURCE ASSOCIATION staff makes a determination of "not eligible" or "conditionally eligible" and the applicant appeals the determination, THE SENIOR RESOURCE ASSOCIATION staff may elect to take the matter to a formal hearing if not resolved informally. In these situations, the CONTRACTOR would need to make available the appropriate CONTRACTOR staff person to testify at the hearing and support the decision that was recommended to the Senior Resource Association. In some instances, there could be pre-hearing meetings to review the facts, strategy and the CONTRACTOR could be asked to provide supplemental data for the hearing.

In a few instances, the Senior Resource Association may request a "Real-World Assessment" of the applicant. In these situations, a therapist who did not originally perform the in-person functional assessment would meet the applicant at their home or other pre-determined location familiar to the applicant. The therapist would travel as a pedestrian with the applicant to and from a bus stop, board a fixed route or community bus and take a trip, navigate the bus system, then return to the place of origin. The therapist would observe and report the cognitive and physical functionalities of the applicant. The CONTRACTOR would then prepare a written report of the findings and submit to the Senior Resource Association for an eligibility determination.

Other services, anticipated as uncommon, could include but not be limited to, hosting a training session for new ADA Paratransit Appeals Board members, serving to provide "back-up" travel training services to appropriate applicants should the need arise or other services not yet performed or envisioned.

PROJECTED SERVICE GROWTH

In selecting a facility, planning for staffing levels, planning for equipment, and in all other aspects of response preparation, Bidders should assume the continuation of this project at the same or possibly reduced levels. The levels of service shown in the table below are based on the application assessments from the current year. Actual demand for service may be above or below these estimates. The Contractor must be prepared to accommodate actual project demand, and ramp up or gear down accordingly.

Month	Denied	ADA Approved Applications
November 2014	0	6
December	0	6
January 2015	2	7
February	2	8
March	0	7
April	2	8
May	0	13
June	3	19
July	3	15
August	3	17
September	2	23
October	2	30
November	1	27

GENERAL SERVICE REQUIREMENTS AND STANDARDS

Through the awarded service contracts for Eligibility evaluation services, Senior Resource Association seeks to meet the following objectives outlined in 49 CFR:

Section 37.125 ADA Paratransit Eligibility—Process

This section requires an eligibility process to be established by each operator of complementary paratransit. The details of the process are to be devised through the planning and public participation process of this subpart. The process may not impose unreasonable administrative burdens on applicants, and, since it is part of the entity's nondiscrimination obligations, may not involve "user fees" or application fees to the applicant. The process may include functional criteria related to the substantive eligibility criteria of §37.123 and, where appropriate, functional evaluation or testing of applicants. The substantive eligibility process is not aimed at making a medical or diagnostic determination. While evaluation by a physician (or professionals in rehabilitation or other relevant fields) may be used as part of the process, a diagnosis of a disability is not dispositive. What is needed is a determination of whether, as a practical matter, the individual can use fixed-route transit in his or her own circumstances. That is a transportation decision primarily, not a medical decision.

The goal of the process is to ensure that only people who meet the regulatory criteria, strictly applied, are regarded as ADA paratransit eligible.

Subcontractors

All evaluation services are to be performed and services delivered directly by the CONTRACTOR with its own employees except as may be provided for in the final contract. The selected CONTRACTOR may subcontract the following types of work and services:

- Cleaning and janitorial services for their facility
- Maintenance and warranty services for any hardware or software
- Software system training
- Maintenance and warranty services for any office equipment not owned by Senior Resource Association
- Telephone system servicing
- Payroll, accounting, legal, financial services or other services of this nature

The CONTRACTOR shall include the requirements of this RFP and the final contract in any subcontracts and will be fully responsible for the performance and provision of service of all subcontractors.

Inadequate Service

Inadequate service is not acceptable to the SENIOR RESOURCE ASSOCIATION and the CONTRACTOR may be replaced according to the terms of the final contract.

Personnel and Staffing Requirements

The Contractor shall provide the necessary professional and administrative personnel whose expertise will ensure efficient operation of the evaluation facility.

All personnel assigned to the project must be knowledgeable concerning paratransit eligibility services and fixed route/community bus services; maintain a professional, courteous attitude toward all applicants and other individuals; and be able and willing to render factual/fair eligibility recommendations based on functional ability. Senior Resource Association encourages the CONTRACTOR to consider employment of persons with disabilities in fulfilling any appropriate duties within this contract.

CONTRACTOR shall ensure that its employees receive the training required to perform their jobs in a manner consistent with the goals and requirements of this contract. The evaluation of training effectiveness shall be based on performance indicators that measure proficiency, and not solely on the CONTRACTORS meeting the minimum training requirements required under the contract.

Facility

The CONTRACTOR shall provide a single site, to be inspected and approved by the Senior Resource Association located within Indian River County suitable for the full operation of the evaluation facility. The facility shall meet ADA accessibility requirements. The facility shall be capable of housing the full operation over the term of the contract and shall be able to accommodate the growth projected in the "Projected Service Growth" subsection of this RFP.

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

At a minimum, the site should comply with all State of Florida post-Hurricane Andrew building specifications.

SPECIFIC SERVICE REQUIREMENTS AND STANDARDS

Vendors shall maintain a quality, experienced workforce to perform all of the required aspects of the services.

THE SENIOR RESOURCE ASSOCIATION reserves the right to require changes in staffing, operating procedures, evaluation design or other aspects of the project should the selected CONTRACTOR fail to meet the service standards. Should the selected CONTRACTOR fail to cooperate in making requested changes and/or continue to operate below the standards, The Senior Resource Association will consider this a breach of contract and may exercise any and all legal rights available, including but not limited to, alteration of the evaluation design, termination of the contract, or implementation of any other changes necessary to ensure that quality and cost-effective service is provided.

THE CONTRACTOR will provide the listed services according to the compensation schedule approved for the successful bidder, which may include, but not be limited to :

1. In person functional and cognitive evaluations. Billed on a per unit basis.
2. Partial Evaluations (applicant unable or refuses to participate in the testing process). Billed on a per unit basis.
3. Miscellaneous professional services requested by THE SENIOR RESOURCE ASSOCIATION, which may include, but not be limited to, eligibility appeals board training sessions, or appearances at an appeals board hearing, not including travel time. Any of these Miscellaneous Professional Services shall be billed at an hourly rate, not to exceed 40 hours per month.
4. TBA

Communication with Senior Resource Association

The CONTRACTOR shall be required to communicate daily with the SRA's Transit Division Paratransit staff regarding eligibility and applicant scheduling issues. In addition to telephonic communications, the Senior Resource Association shall transmit day-to-day notifications and other documents via the e-mail system. The CONTRACTOR shall be required to monitor its e-mail/messaging system on a daily basis. The CONTRACTOR must designate in writing and provide to the Senior Resource Association an employee as main recipient of the Senior Resource Association's e-mail notifications. E-mails shall be opened on a daily basis; however, in the event that an e-mail shall be received after normal business hours, the e-mail shall be opened the following business day.

SERVICE DELIVERY, DATA COLLECTION, REPORTING AND ACCOUNTING

The SENIOR RESOURCE ASSOCIATION may conduct inspections daily through spot checks, monthly through reporting, and quarterly through full audits. Inspections can be made without notice and all records must be current and readily available at all times. The CONTRACTOR must maintain a self-monitoring program to assure compliance between audits.

The CONTRACTOR shall provide reports as detailed by Senior Resource Association in this RFP. The CONTRACTOR shall provide Senior Resource Association with additional information and reports as requested by SENIOR RESOURCE ASSOCIATION during the term of the contract.

Individual employee files shall be maintained for each employee. These files shall include all documentation necessary to evidence that the employee has met the required job qualifications and met the

training requirements. The employee files shall also include documentation of all commendations, reprimands, and evaluations.

All aspects of each 3rd party evaluation and eligibility recommendation shall be collected and recorded in written form. Sample forms for recording and reporting services performed are reflected below:

Evaluation Reports

The CONTACTOR shall, as directed by SENIOR RESOURCE ASSOCIATION, record evaluation results on a form substantially akin to the sample report below.

CONTRACTORS NAME

*Scope of Services, Attachment B
SAMPLE REPORT*

ADA Paratransit Evaluation

Today's Date Is: _____

Personal Information

Name Telephone Number

Address:

City State Zip

Date of Birth Age ___ Male ___ Female

SS #

Medical History

Please list all medical conditions and the date they were diagnosed.

Please list any surgeries that have been performed.

Do you currently receive any routine treatment for any medical condition? ___ No ___ Yes If "yes" please describe:

Are you taking medication? ___ No ___ Yes If "yes", please list:

Did you take your medications today? ___ No ___ Yes Do you experience any side effects from your medications?
___ No ___ Yes If "yes" please describe:

Please Continue to the Next Page.....

Functional Information

Please tell us how you are feeling today as compared to a typical day. Mark a vertical line on the scale below, ranging from a "worse than average" to a "better than average" day.

Worse than
Average

Average

Better than
Average

Have you ever used the Broward County Transit System? ___ No ___ Yes If "yes", why did you stop?

What is your current means of transportation?

Please Circle Yes or No to the following questions:

- | | | |
|---|-----|----|
| I can use the regular bus system independently. | Yes | No |
| I could ride the regular bus with assistance. | Yes | No |
| I can walk to the bus stop. | Yes | No |
| I can wait for the bus. | Yes | No |
| I can board the bus. | Yes | No |
| I can see bus signs, bus stops and traffic signs. | Yes | No |
| I can see during the day and at night. | Yes | No |
| I understand how to use the bus. | Yes | No |
| I can make bus transfers. | Yes | No |

What do you feel prevents you from using the bus system?

Please Read & Sign:

I understand that this evaluation is intended to assess my abilities regarding bus travel and that my participation is voluntary. I also understand that this may involve travel outdoors accompanied by an CONTRACTORS NAME therapist. If I choose to leave the building at another time, the CONTRACTORS NAME cannot be held liable.

Signature

CONTRACTOR'S NAME Staff Signature

CONTRACTORS NAME

Distance to Bus Stop: _____ as reported by Applicant

Bus Ability Evaluation: Section I: Intake Screening

Name: _____ Date: _____

Did applicant require assistance to complete Intake Questionnaire? ___ No ___ Yes If "yes", why?

Vision Comprehension Other: _____

If the applicant was a bus or van rider, what trips would he/she normally take?

Identified problems based on the review of the application and intake questionnaire.

Functional Cognitive Visual Respiratory Other: _____

Mobility Aide Used None Straight / Quad Cane Crutch Walker
 Wheelchair (manual) Power Wheelchair Scooter Other: _____

Balance/Coordination Single Limb ___ > 5 s ___ < 5 s
Romberg: EO ___ (-) ___ (+)
Romberg: EC ___ (-) ___ (+)
Romberg: C ___ (-) ___ (+)

ROM/Strength Upper Extremities ___ WFL ___ Affects Transit Skill
Trunk ___ WFL ___ Affects Transit Skill
Lower Extremities ___ WFL ___ Affects Transit Skill

Comments

Cognitive Skills	Responds to Greeting	Indep	Not Dem	_____
	Follows Direction	Indep	Train	Unable _____
	Provides Identification	Indep	Train	Unable _____
	Tells Time	Indep	Unable	_____

Based on the results of the review of the application, intake interview and screening, the Applicant
___ Is OR ___ Is Not Eligible for Paratransit Services. If applicant does not qualify, continue to next Section.

Evaluator Signature

Date

CONTRACTORS NAME

Bus Ability Evaluation

Name: _____

Date: _____

Vital Signs/Cardiorespiratory Status

	<u>Start/Time</u>	<u>Stop/Time</u>	<u>Post Test</u>	<u>Comments/Symptoms if Any</u>
Blood Pressure	_____	_____	_____	_____
Pulse	_____	_____	_____	_____
Respirations	_____	_____	_____	_____

Functional & Community Mobility Skills

<u>Item #</u>				<u>Comments</u>
1. Bus Seat (Transfer Sit to Stand)	Indep	Assist	Unable	_____
2. Up/Down 9" Step	Indep	Assist	Unable	_____
3. Up/Down 11" Step	Indep	Assist	Unable	_____
4. Navigate Level Surface (Street/Walk)	Indep	Assist	Unable	_____
5. Navigate Uneven Surface (Grass/Curb)	Indep	Assist	Unable	_____
6. Navigate Ramp	Indep	Assist	Unable	_____
9. Cross Street w/ Crosswalk	Indep	Assist	Unable	___ 4 Lane ___ 6 Lane _____
10. Cross Street w/out Crosswalk	Indep	Assist	Unable	___ 4 Lane ___ 6 Lane _____

Total Walking Distance ___ Feet in ___ Minutes with ___ Rest Stops If package was carried, describe: _____

Functional Vision Assessment

<u>Item #</u>			<u>Comments</u>
1. Complete Intake Questionnaire	Indep	Unable	_____
2. Accurately Read Marquee Sign	Indep	Unable	_____
3. Identify Crosswalk Across 6 Lane Hwy	Indep	Unable	_____
3. Identify Traffic Signals from 100 Feet	Indep	Unable	_____
4. See Traffic/Hazards Safe Distance Away	Indep	Unable	_____

Describe applicant's level of functional vision observed during testing _____

Based on the results of the review of the application, intake interview and screening, the Applicant
___ Is OR ___ Is Not Eligible for Paratransit Services. If applicant does not qualify, continue to next Section.

Evaluator Signature

Date

CONTRACTORS NAME

Bus Ability Evaluation

Name: _____ Date: _____

Cognitive Transit Skills: Complex Bus Trip with Transfer

<u>Item #</u>				<u>Comments</u>
1. Recognize Bus Stop	Indep	Train	Unable	_____ _____
2. Identify Buses (#2 & #72)	Indep	Train	Unable	_____ _____
3. Count Money	Indep	Train	Unable	_____ _____
4. Pay Fare / Buy Bus Pass	Indep	Train	Unable	_____ _____
BEGIN BUS TRIP				
5. Select Deboard for Transfer (From #2 to #72 at Oakland)	Indep	Train	Unable	_____ _____
5a. Ring Bell	Indep	Train	Unable	_____ _____
6. Complete Transfer (#72 to FMC)	Indep	Train	Unable	_____ _____
7. Select Correct Stop (FMC)	Indep	Train	Unable	_____ _____
7a. Ring Bell	Indep	Train	Unable	_____ _____
8. Return- Select Deboard for Transfer (#72 to #2 at University Drive)	Indep	Train	Unable	_____ _____
8a. Ring Bell	Indep	Train	Unable	_____ _____
9. Complete Transfer (#2 Bus to Albertsons)	Indep	Train	Unable	_____ _____
10. Select Correct Stop (Albertsons)	Indep	Train	Unable	_____ _____
10a. Ring Bell	Indep	Train	Unable	_____ _____
11. Recall 5 Item Grocery List	Indep	Train	Unable	_____ _____
12. Complete Final Transfer (#2 to CONTRACTORS NAME)	Indep	Train	Unable	_____ _____
13. Select Correct Stop (CONTRACTORS NAME)	Indep	Train	Unable	_____ _____
13a. Ring Bell	Indep	Train	Unable	_____ _____

CONTRACTORS NAME

Bus Ability Evaluation

Name: _____ Date: _____

Personal & Community Safety

Item #				Comments
1. Approached by Stranger	Indep	Train	Unable	Would not leave bus with stranger _____
2. Missed Bus Stop	Indep	Train	Unable	Recognizes sources of assistance _____
3. Following Map	Indep	Train	Unable	Able to locate bus stop following map _____
4. Crossing Street	Indep	Train	Unable	Safely crosses the street _____
5. Dressing Appropriately	Indep	Train	Unable	Indicates appropriate gear based on weather _____
6. Read Bct Schedule	Indep	Train	Unable	Can determine when next bus is coming _____
7. Getting Lost	Indep	Train	Unable	Can provide plan of action if lost _____
8. Monitors Time	Indep		Unable	_____

Behavioral CheckList:

Easily Agitated	Y	N	Frequent Redirection	Y	N	Stereotypical Behaviors	Y	N
Unresponsive	Y	N	Distractible	Y	N	Unintelligible Speech	Y	N
Nonverbal	Y	N	Interrupts Repeatedly	Y	N	Stereotypical Vocalizations	Y	N
Inappropriate Behavior	Y	N	Inappropriate Vocalizations	Y	N	Other:		

Based on the results of the review of the application, intake interview and screening, the Applicant
___ Is OR ___ Is Not Eligible for Paratransit Services. If applicant does not qualify, continue to next Section.

Evaluator Signature

Date

CONTRACTORS NAME

Assessments Required to Reach Conclusion: ___ Functional ___ Cognitive ___ Visual ___ Respiratory
--

Conclusions: Third Party Determination of Eligibility

Name: _____ Date: _____

Based on the results of today's evaluation, and in accordance with regulatory criteria for eligibility determination:

- ___ **The Applicant is Eligible for Paratransit Services**
- Applicant is unable to independently get to and from the bus secondary to:
 - Inability to ambulate necessary distance
 - Cardiorespiratory distress
 - Inability to cross major streets/highways
 - Applicant is unable to embark/disembark from the bus even with the use of a ramp or lift.
 - The impairment, combined with architectural/environmental barrier(s) prevents use of the fixed route system.
 - The applicant has a cognitive or mental disability and cannot navigate the system. Specifically, the applicant cannot
 - Obtain and understand system information
 - Recognize or board the correct vehicle
 - Manage correct fare or use the fare collection system
 - Recognize destinations
 - Understand transfers that may have to be made
 - The applicant has a visual impairment and cannot:
 - Recognize or board the correct vehicle
 - Cross streets
 - Recognize destinations
 - Other: _____

___ **The Applicant is conditionally eligible for Paratransit Services under the following conditions:** _____

- ___ **The Applicant is Not Eligible for Paratransit Services**
- Applicant is able to independently get to and from the bus
 - Applicant is able to independently wait for and embark/disembark from the bus
 - Applicant has a cognitive or mental disability, but can navigate the system. He or she can:
 - Obtain and understand system information
 - Recognize or board the correct vehicle
 - Manage correct fare and use the fare collection system
 - Recognize destinations
 - Understand transfers that may have to be made
 - The applicant has a visual impairment, but can:
 - Recognize and board the correct vehicle
 - Cross streets
 - Recognize destinations
 - Other: _____

___ **A Decision Regarding Eligibility is Deferred for the following:** _____

- A careful review of the application and the results of the assessment does not give a medical explanation for the ___ reported ___ observed symptoms. Additional medical information will be required by the applicant/physician to support paratransit eligibility. Specifically, we will need:
 - _____

Evaluator Signature _____ Date _____

ADA Paratransit Evaluation

Third Party Determination of Eligibility

Client: _____ Date: _____

- ELIGIBLE NOT ELIGIBLE CONDITIONALLY ELIGIBLE INCOMPLETE / DEFERRED
- TEMPORARY ELIGIBLE Estimated Duration: _____ Months PCA RECOMMENDED

Category I Category II Category III Applicant ____ is ____ is not recommended for Travel Training

CONDITIONS:

- Paratransit only during hours of darkness
- When trip would involve street crossings ____ >2 lanes ____ >4 lanes ____ >6 lanes ____ >8 lanes
- During months of extreme high temperature / humidity.(generally May-October)
- When BCT bus transfer is needed to make trip
- Other: _____
- Other: _____

STANDARDIZED DISABILITY/MOBILITY CODE

- Blind/visual
- Cognitive
- Deaf/Hearing
- Oxygen
- Service Dog
- W/C- Manual
- W/C- Power
- W/C- Scooter
- Walker

APPLICANT ADVISED OF

- next step in process
- Bus Pass programs
- Travel Training
- Alternative programs

STAFF REVIEW

Date _____
2nd Review
Date _____
3rd Review
Date _____

Daily recap report

On a daily basis, the Contractor shall prepare a recap sheet summarizing the day's activities which should be akin to the following sample:

EVALUATION APPOINTMENTS FOR WEEK OF _____

DAY / DATE	LAST, FIRST NAME	STREET ADDRESS	CITY	ZIP	TELEPHONE	# OF TESTS	NOTES / EVALUATION DECISION

Monthly Operating /Management Report Data:

On a monthly basis, the CONTRACTOR shall prepare a Monthly Operating Report which shall be submitted to Senior Resource Association with the monthly invoice on or before the 15th calendar day of the following month, which shall include, but not be limited to, the following information for the calendar month:

1. Total full evaluations
2. Total Partial evaluations (applicant unable or refuses to participate in the testing process)
3. Total real world assessments
4. Total hours spent at appeals hearings
5. Total hours in travel to/from real world assessments, appeal hearings or other billable activity.
6. Total of all billable hours and billable unit services performed.
7. Complete accounting of all accidents and incidents
8. Description of existing and anticipated problems with recommendations for resolution
9. Draw down summary, by contract year, of project billings vs Project total budget

Payment

The SENIOR RESOURCE ASSOCIATION shall remit payment to the CONTRACTOR within thirty (30) days from the date that each monthly invoice is received.

The SENIOR RESOURCE ASSOCIATION shall provide fourteen (14) days written notice of any contract disincentive deduction or incentive increase. In the event of a dispute between the SENIOR RESOURCE ASSOCIATION and the CONTRACTOR as to the application of a disincentive decrease or incentive increase, the CONTRACTOR shall present the dispute in writing to the Contract Administrator or designee. The SENIOR RESOURCE ASSOCIATION shall have fourteen days from receipt of notice of the dispute to consider the CONTRACTOR's dispute. The Contract Administrator's or designee's decision shall be final and binding.

Invoice/Billing Disincentive

The CONTRACTOR shall be subject to a Five Hundred Dollar (\$500.00) contract disincentive for each incident in which the SENIOR RESOURCE ASSOCIATION is invoiced for services not actually performed and SENIOR RESOURCE ASSOCIATION may exercise any and all legal rights available, including, but not limited to termination.

Reimbursement

The SENIOR RESOURCE ASSOCIATION shall not process or remit payment for any invoice after sixty (60) days of the date services were performed.

Project Status Meetings

Project status meetings shall be scheduled as needed. The CONTRACTOR shall attend meetings relevant to the operation of this project. Senior Resource Association anticipates bi weekly meetings to review difficult determinations, which shall include but not be limited to, recommendations of not eligible and deferred., CONTRACTOR's attendance shall be required at all such scheduled meetings.

Record Retention and Inspection

The Contractor shall maintain all operational and financial records, including required reports, for a period of at least seven (7) years following the service date. These records shall be surrendered, on demand, and at no additional cost to the Senior Resource Association.

The Senior Resource Association or any of their duly authorized representatives shall have access to any books, documents, papers and records of the selected CONTRACTOR which are directly related to the project.

Confidentiality of Client Information

The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the confidentiality requirements relating to paratransit as set forth in Chapter 119, Florida Statutes. The CONTRACTOR shall ensure that all employees and subcontractors understand that the requirements of the law, including but not limited to the Privacy Act and HIPAA, including the civil and criminal penalties for violation of that Act, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The CONTRACTOR also agrees to include these requirements in each subcontract which requires or allows access to client information.

Service Interruptions, Suspensions and Emergency Stand-by Service

The CONTRACTOR may suspend, with the prior written approval of Senior Resource Association, all or a portion of services, when said performance is made impossible by inclement weather, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature; act of a public enemy; epidemic; quarantine restriction; embargo, or any other foreseeable cause beyond the control and without the fault of the CONTRACTOR.

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

Staffing Requirements

The CONTRACTOR shall provide the necessary Professional and administrative personnel whose expertise will ensure efficient and timely completion of all requested eligibility evaluations. A minimum level of required staffing is described below and staffing shall be required throughout the term of the contract.

The CONTRACTOR agrees that personnel assigned to provide paratransit eligibility services pursuant to this Contract shall be considered employees of the CONTRACTOR only, and not employees or agents of the Senior Resource Association. The CONTRACTOR will serve as the sole contact with Senior Resource Association and will be fully responsible for all of the employees' performance. The CONTRACTOR shall be

solely responsible for the provision and satisfactory work performance of all employees as described herein.

CONTRACTOR shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all of the requirements thereof including, but not limited to, employee liability, Workers' Compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits. CONTRACTOR shall be solely responsible for the payment and actions of any and all of its employees, subcontractors and subcontractors' employees when performing duties for the SENIOR RESOURCE ASSOCIATION.

The CONTRACTOR shall ensure that all personnel of any subcontractors meet the pre-hire qualifications and post-hire training and testing requirements set forth herein. The CONTRACTOR shall obtain Senior Resource Association's written consent before entering into any subcontract affecting the service addressed herein.

The contact information (telephone numbers and e-mail addresses) of the Project Manager shall be provided to Senior Resource Association so that, in the event of an after-hours emergency, they can be contacted at any time. The CONTRACTOR shall respond in person to any emergency or accident involving extensive property damage or injuries or as requested by the Senior Resource Association during or after the operational hours of the system.

Project Manager

The Project Manager shall be the one-site person in charge of all management and day-to-day operations of the CONTRACTOR. The Project Manager shall maintain consistent and sufficient contact and communications with the Senior Resource Association's paratransit eligibility specialist or paratransit supervisor.

The Project Manager should possess the following qualifications:

- 1 A degree from an accredited post-secondary school.
- 2 Five (5) years of supervisory experience, including three (3) years experience dealing with individuals with disabilities or related experience;
- 3 Completed National Transit Institute course on ADA Paratransit Eligibility or an acceptable equivalent.

The Project Manager shall be responsible for the following:

1. Scheduling appropriate staff to meet project demands;
2. Supervision of Transit Evaluators to conduct Transit Evaluations;
3. Supervision of Office personnel to schedule appointments and process evaluations;
4. Personally attend mandatory meetings and hearings with the SENIOR RESOURCE ASSOCIATION;
5. Arranging the assignment of back-up personnel;
6. Preparation of monthly invoices, documenting all charges;;
7. Ensuring initial and ongoing training of all Transit Evaluators and maintaining full and accurate documentation of all training programs and staff attendance;
8. Ensuring CONTRACTOR compliance with the tasks detailed within this RFP;
9. Preparation of reports as required by the SENIOR RESOURCE ASSOCIATION including monthly reports and summary reports;
10. Immediate responsibility for any operational problems.

Transit Evaluator

There shall be a sufficient number of Transit Evaluators to ensure the CONTRACTOR is capable of responding to requests for evaluations within the guidelines set forth herein. The CONTRACTOR shall ensure that the Transit Evaluators are competent to make determinations of ADA eligibility in compliance with SENIOR RESOURCE ASSOCIATION policy and meet or exceed these minimum qualifications:

1. Specialties considered appropriate are, but not limited to:
 - i. Registered Occupational Therapist
 - ii. Registered Physical Therapist
 - iii. Exercise Psychologists
2. Excellent interaction skills with people possessing varying disabilities;
3. Excellent documentation (i.e. charting) skills;
4. Excellent written and oral communication skills;

The Transit Evaluator is responsible for conducting Transit Evaluations, which include: but may not be limited to:

- 1 Conducting structured Transit evaluations that are consistent with best practices and the established eligibility process;
- 2 Evaluating and documenting an individual's ability to use accessible fixed route transit;
- 3 Orientating the individual to their accessible public transit options by providing knowledgeable and positive information regarding accessible public transportation;
- 4 Making seasoned judgments adhering strictly to ADA paratransit eligibility criteria and Senior Resource Association policies and procedures regarding determining and documenting eligibility for ADA Paratransit
- 5 Maintaining a professional atmosphere and efficient process for applicants participating in the Transit Evaluations;
- 6 Prepare legible, accurate, and thorough documentation of all aspects of Transit Evaluations in either paper or electronic formats.

Senior Resource Association may conduct a training workshop, if needed, prior to the start of this contract consisting of appropriate sessions for the Project Manager and other designated staff to review Senior Resource Association policies, and program expectations.

The CONTRACTOR shall be responsible for attending training programs that address:

- 1 The ADA complementary paratransit regulations, particularly the regulatory definition of ADA paratransit eligibility.
- 2 Different types of disabilities, functional characteristics of persons with various disabilities, interaction of environmental conditions with disabilities and sensitivity issues.
- 3 Local fixed-route transportation services and the skills needed to successfully use local services.
- 4 Strategies for observing transit skills using direct and indirect methods
- 5 Indian River Senior Resource Association policies and procedures related to Paratransit service, particularly those included in the Counties publications such as the Eligibility Criteria and Riders Guide brochures.
- 6 Effective strategies for conducting and documenting in person eligibility evaluations including use of designated forms, computer hardware and software, cameras and other tools.
- 7 Appropriate sensitivity training which teaches disability awareness and communication skills with individuals with disabilities

Other training, beyond the required, may be deemed necessary at the discretion of Senior Resource Association. Full and accurate training records shall be consistently maintained and available to Senior

Resource Association staff for annual training audits and as requested. Training records shall indicate the content and duration of all training sessions and will include signed attendance forms.

Personnel Policies

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

The CONTRACTOR shall maintain at all times a current list of personnel assigned to Senior Resource Association's contract and provide Senior Resource Association with an updated roster each month.

Purchasing or consuming illegal substances or alcoholic beverages while on duty shall not be allowed. It shall be the CONTRACTOR's responsibility to terminate any employee observed doing so. The policies for addressing such incidents shall be included in the Contractor's Drug and Alcohol Policies, as required by the FTA, and in compliance with the FTA Drug and Alcohol Regulations.

Senior Resource Association promotes and supports a smoke free work environment. There is no smoking allowed anywhere in facilities used for Senior Resource Association services.

Minimum Drug and Alcohol Policy Standards

In accordance with federal and state law and local ordinance, it is a requirement of SENIOR RESOURCE ASSOCIATION that it enter into contracts only with firms that certify the establishment of a drug-free work place. Execution of a contract by CONTRACTOR shall serve as CONTRACTOR's required certification that it either has or that it will establish a drug-free work place in accordance with Senior Resource Association's requirements.

CONTRACTOR shall establish and implement a drug and alcohol testing program that complies with Federal Transit Administration regulations 49 CFR part 655, as may be amended from time to time; to produce documentation necessary to establish its compliance with 49 CFR part 655; and permit any authorized representative of the U.S. Department of Transportation or its operating administrations, the FDOT, or Senior Resource Association Transit Division, to inspect facilities and records associated with the implementation of the alcohol testing program required by 49 CFR part 655. It is understood that failure to comply with any requirement outlined in 49 CFR part 655, or failure to submit to any required certification or documentation shall be considered a material breach of contract and grounds for contract termination under for-cause provisions.

Senior Resource Association Responsibilities

Indian River Senior Resource Association will be responsible for the following aspects of the Community Coach paratransit service program:

- Setting eligibility/service policies and standards and communicating these to the Contractor and to the clients;
- Providing public information on the paratransit eligibility and distributing application materials for paratransit eligibility to the community;
- Receiving and approving/disapproving/modifying Contractor recommendations and notifying applicants of eligibility determinations.

- Maintaining an up-to-date database of eligible clients;
- Preparing and submitting reports to Federal and State agencies as required or requested;
- Notifying applicants of need for in-person functional assessments and/or when an application is incomplete.
- Handling and processing all inquiries regarding the paratransit eligibility
- Monitoring the performance of the Contractor and providing review of training and other program components.

CONTRACTOR Responsibilities

The Contractor shall be responsible for the following, as well as other responsibilities detailed throughout this RFP:

- Providing a facility and office equipment that will accommodate the full and efficient operation of for ADA Paratransit in-person functional assessments;
- Providing a best practice model for performing ADA paratransit eligibility determination recommendations, which includes, but is not limited to, testing of the physical / cognitive functionality and determinations / recommendations of full, temporary or conditional eligibility, or not eligible when applicants do not meet the Federal ADA paratransit eligibility criteria.
- Providing an adequate number of trained staff to handle all aspects of scheduling, in-person functional assessments and data sharing with Senior Resource Association, as well as program oversight and management;
- Provide for the initial training, periodic refresher retraining of all staff in all aspects of the the operation.
- Providing testimony at hearings, and real world assessments and back-up travel training as requested.
- Preparing and providing billings and reports as required by Indian River Senior Resource Association.

In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement, except as specifically provided herein.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of SENIOR RESOURCE ASSOCIATION shall be comparable to the best local and national standards.

PROJECT SPECIFIC CRITERIA

A. Qualifications of the Firm

This section of the response should establish the qualifications of the firm to satisfactorily provide the required work by reason of strength and stability as a business concern.

1. Provide an organizational chart of your firm as it will be involved in this Contract, including parent company, all related operating company(ies) and or subsidiaries. **(Comply? Yes ____ or No ____)**
2. Indicate the lines of authority for personnel directly involved in performance of this contract and relationships of these staff to other programs or functions of the firm. Include resumes of key personnel proposed for this project. **(Comply? Yes ____ or No ____)**
3. Key position for this solicitation shall be considered at a minimum, the two management positions primarily responsible for the operation of the Evaluation Facility.

B. Related Experience and References of the Firm

This section should establish the ability of the firm to satisfactorily provide the required service by reasons of demonstrated competence; by the nature and relevance of recently completed work; record of current contracts; and supportive client references.

1. Provide examples of similar services that your firm has performed within the last three years. **(Comply? Yes ____ or No ____)**
2. For each reference cited, furnish the name, title, address, telephone number and email address of the person(s) at the contracting client organization who is most knowledgeable about the work performed. **(Comply? Yes ____ or No ____)**
3. Include a statement outlining the type of service provided, dates of service, scope and complexity of contract, compensation to firm in the last full year of the contract. **(Comply? Yes ____ or No ____)**
4. Include the name and contact information for each manager from your firm that worked on the contract. **(Comply? Yes ____ or No ____)**
5. Have you ever had your Operating and/or Business License(s) terminated or suspended (If yes, provide a detailed explanation of the circumstances)? **(Comply? Yes ____ or No ____)**

C. Service Plan

Provide a detailed work plan and description for providing services as described in the RFP. The firm's response should highlight their technical knowledge and capabilities of providing the service as described. Firm's approach should be clearly defined and should include, but not be limited, to the following:

1. Describe your proposed facility, including a diagram of the proposed layout, with each space marked by function, note the total square footage. **(Comply? Yes ____ or No ____)**
2. Include a description of how the proposed facility and layout will meet the requirements of the Evaluation Facility to be provided and support an efficient operation. **Yes ____ or No ____**
3. Indicate your control (own, lease, etc.) of the facility. **Yes ____ or No ____**
4. Describe the equipment requirements that will be used in the performance of this contract and if the equipment is currently owned or will be acquired. **Yes ____ or No ____**
5. Describe your proposed ADA paratransit eligibility evaluation process and equipment used. **Yes ____ or No ____**
6. Describe how you will ensure the reliability of your computer hardware, software and local area network. **Yes ____ or No ____**
7. Describe your proposed computer preventative maintenance and repair plans. **Yes ____ or No ____**
8. In the event of a power outage or other circumstances that prevent the transmission of data from the Evaluation Facility describe your plan for distributing materials to Senior Resource Association. **Yes ____ or No ____**

D. Operations Plan

1. Organization:

- a) Identify the individual who will serve as the on-site Project Manager, as well as key staff who will provide management or consulting support on-site or at a home office.

(Comply? Yes ____ or No ____)

- b) For each person, describe their qualifications and experience, their role in providing the required service and the number of hours per month they will work on this service on average.

Yes ____ or No ____

2. Personnel:

- a) Describe your hiring practices and procedures (include procedures for determining English proficiency and sensitivity in working with persons with disabilities), training, safety and emergency operation procedures. **Yes ____ or No ____**

- b) Describe your plan for monitoring initial and ongoing staff performance, and performing regular performance reviews. **Yes ____ or No ____**

- c) Describe your procedures for conducting drug testing and your processes and procedures for actions resulting from such checks and tests. If you are presently conducting drug testing screening, describe your process for complying with Federal drug testing policies including time-frames, and at what point checks are accomplished in the hiring process. **Yes ____ or No ____**

3. Emergency Plan and Procedures **(Comply? Yes ____ or No ____)**

As an FTA recipient, the Senior Resource Association, Inc. is required to follow FTA regulations regarding procurement and contracting. Consequently, certain federal and state requirements (such as equal employment opportunity provisions) will apply to the contract for this project.

APPENDIX A - FEDERAL REQUIREMENTS

THE FOLLOWING ARE REQUIREMENTS OF THE SUCCESSFUL PROPOSER THAT ARE CONDITIONS OF THE FEDERAL GRANT FUNDS AVAILABLE TO THIS PROJECT. AS NOTED IN EACH SECTION BELOW, THESE REQUIREMENTS CONTAIN BOTH CERTIFICATIONS AND REQUIREMENTS APPLICABLE TO PROPOSERS THAT CHOOSE TO RESPOND TO THIS REQUEST FOR PROPOSAL, AS WELL AS CERTIFICATIONS AND REQUIREMENTS OF THE SUCCESSFUL PROPOSER. ALL APPLICABLE PROVISIONS WILL BE INCLUDED IN THE PROFESSIONAL SERVICES CONTRACT AWARDED AS AN OUTCOME OF THIS SELECTION PROCESS.

A. ENERGY CONSERVATION

THE SUCCESSFUL CANDIDATE WILL AGREE 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.

B. ACCESS TO RECORDS AND REPORTS

THE FOLLOWING REQUIREMENTS APPLY TO ACCESS TO RECORDS:

1) WHERE THE SENIOR RESOURCE ASSOCIATION, INC. IS THE FTA RECIPIENT OR A SUB-GRANTEE OF THE FTA RECIPIENT IN ACCORDANCE WITH 49 C.F.R.18.36(i), THE SUCCESSFUL CANDIDATE WILL AGREE TO PROVIDE THE SENIOR RESOURCE ASSOCIATION, INC., THE FTA ADMINISTRATOR, THE COMPTROLLER GENERAL OF THE UNITED STATES OR ANY OF THEIR AUTHORIZED REPRESENTATIVES ACCESS TO ANY BOOKS, DOCUMENTS, PAPERS AND RECORDS OF THE SUCCESSFUL CANDIDATE WHICH ARE DIRECTLY PERTINENT TO THE PROPOSED CONTRACT FOR THE PURPOSES OF MAKING AUDITS, EXAMINATIONS, EXCERPTS AND TRANSCRIPTIONS. THE SUCCESSFUL CANDIDATE ALSO WILL AGREE, PURSUANT TO 49 C.F.R. 633.17 TO PROVIDE THE FTA ADMINISTRATOR OR HIS AUTHORIZED REPRESENTATIVES INCLUDING ANY PMO CONSULTANT ACCESS TO THE SUCCESSFUL CANDIDATE'S RECORDS AND CONSTRUCTION SITES PERTAINING TO A MAJOR CAPITAL PROJECT, DEFINED AT 49 U.S.C. 5302(A)1, WHICH IS RECEIVING FEDERAL FINANCIAL ASSISTANCE THROUGH THE PROGRAMS DESCRIBED AT 49 U.S.C. 5307, 5309 OR 5311.

2) WHERE THE SENIOR RESOURCE ASSOCIATION, INC. ENTERS INTO A CONTRACT FOR A CAPITAL PROJECT OR IMPROVEMENT (DEFINED AT 49 U.S.C. 5302(A)1) THROUGH OTHER THAN COMPETITIVE BIDDING, THE SUCCESSFUL CANDIDATE WILL MAKE AVAILABLE RECORDS RELATED TO THE CONTRACT TO THE SENIOR RESOURCE ASSOCIATION, INC., OR ANY AUTHORIZED OFFICER OR EMPLOYEE OF ANY OF THEM FOR THE PURPOSES OF CONDUCTING AN AUDIT AND INSPECTION.

3) THE SUCCESSFUL WILL AGREE TO PERMIT ANY OF THE FOREGOING PARTIES TO REPRODUCE BY ANY MEANS WHATSOEVER OR TO COPY EXCERPTS AND TRANSCRIPTIONS AS REASONABLY NEEDED.

4) THE SUCCESSFUL CANDIDATE WILL AGREE TO MAINTAIN ALL BOOKS, RECORDS, ACCOUNTS AND REPORTS REQUIRED UNDER THE PROPOSED CONTRACT FOR A PERIOD OF NOT LESS THAN THREE YEARS AFTER THE DATE OF TERMINATION OR EXPIRATION OF THIS CONTRACT, EXCEPT IN THE EVENT OF LITIGATION OR SETTLEMENT OF CLAIMS ARISING FROM THE PERFORMANCE OF THE PROPOSED CONTRACT, IN WHICH CASE THE SUCCESSFUL CANDIDATE WILL AGREE TO MAINTAIN SAME UNTIL THE SENIOR RESOURCE ASSOCIATION, INC. OR ANY OF THEIR DULY AUTHORIZED REPRESENTATIVES, HAVE DISPOSED OF ALL SUCH LITIGATION, APPEALS, CLAIMS OR EXCEPTIONS RELATED THERETO. REFERENCE 49 CFR 18.39(i)(11).

5) FTA DOES NOT REQUIRE THE INCLUSION OF THESE REQUIREMENTS IN SUBCONTRACTS.

E. FEDERAL CHANGES

THE SUCCESSFUL CANDIDATE WILL 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 THE SENIOR RESOURCE ASSOCIATION, INC. AND FTA, AS THEY MAY BE AMENDED OR PROMULGATED FROM TIME TO TIME DURING THE TERM OF THE PROPOSED CONTRACT. THE SUCCESSFUL CANDIDATE'S FAILURE TO SO COMPLY SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT.

F. RECYCLED PRODUCTS/RECOVERED MATERIALS

THE SUCCESSFUL CANDIDATE WILL AGREE TO COMPLY WITH ALL THE REQUIREMENTS OF SECTION 6002 OF THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), AS AMENDED (42 U.S.C. 6962), INCLUDING BUT NOT LIMITED TO THE REGULATORY PROVISIONS OF 40 CFR PART 247, AND EXECUTIVE ORDER 12873, AS THEY APPLY TO THE PROCUREMENT OF THE ITEMS DESIGNATED IN SUBPART B OF 40 CFR PART 247.

H. NO OBLIGATION BY THE FEDERAL GOVERNMENT

1) THE SENIOR RESOURCE ASSOCIATION, INC. AND THE SUCCESSFUL CANDIDATE WILL 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 COUNTY , SUCCESSFUL CANDIDATE , OR ANY OTHER PARTY (WHETHER OR NOT A PARTY TO THAT CONTRACT) PERTAINING TO ANY MATTER RESULTING FROM THE UNDERLYING CONTRACT.

2) THE SUCCESSFUL CANDIDATE WILL AGREE TO INCLUDE THE ABOVE CLAUSE IN EACH SUBCONTRACT FINANCED IN WHOLE OR IN PART WITH FEDERAL ASSISTANCE PROVIDED BY FTA. IT IS FURTHER AGREED THAT THE CLAUSE SHALL NOT BE MODIFIED, EXCEPT TO IDENTIFY THE SUB-CONSULTANT WHO WILL BE SUBJECT TO ITS PROVISIONS.

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

1) THE SUCCESSFUL CANDIDATE WILL ACKNOWLEDGE 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 THE PROPOSED PROJECT. UPON EXECUTION OF THE UNDERLYING CONTRACT, THE SUCCESSFUL CANDIDATE WILL CERTIFY AND AFFIRM 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 SUCCESSFUL CANDIDATE WILL FURTHER ACKNOWLEDGE 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 CONSULTANT TO THE EXTENT THE FEDERAL GOVERNMENT DEEMS APPROPRIATE.

2) THE SUCCESSFUL CANDIDATE WILL ALSO ACKNOWLEDGE THAT IF IT MAKES, OR CAUSES TO BE MADE, A FALSE, FICTITIOUS, OR FRAUDULENT CLAIM, STATEMENT, SUBMISSION, OR CERTIFICATION TO THE FEDERAL GOVERNMENT UNDER A CONTRACT CONNECTED WITH A PROJECT THAT IS FINANCED IN WHOLE OR IN PART WITH FEDERAL ASSISTANCE ORIGINALLY AWARDED BY FTA UNDER THE AUTHORITY OF 49 U.S.C. § 5307, THE FEDERAL GOVERNMENT RESERVES THE RIGHT TO IMPOSE THE PENALTIES OF 18 U.S.C. § 1001 AND 49 U.S.C. § 5307(N)(1) ON THE SUCCESSFUL CANDIDATE , TO THE EXTENT THE FEDERAL GOVERNMENT DEEMS APPROPRIATE.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS - CONTINUED

3) THE SUCCESSFUL CANDIDATE WILL AGREE 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 SUB-CONSULTANT WHO WILL BE SUBJECT TO THE PROVISIONS.

J. SUSPENSION AND DEBARMENT

THIS PROPOSED CONTRACT IS A COVERED TRANSACTION FOR PURPOSES OF 49 CFR PART 29. AS SUCH, THE SUCCESSFUL CANDIDATE WILL BE REQUIRED TO VERIFY THAT NONE OF THE CONSULTANT, ITS PRINCIPALS, AS DEFINED AT 49 CFR 29.995, OR AFFILIATES, AS DEFINED AT 49 CFR 29.905, ARE EXCLUDED OR DISQUALIFIED AS DEFINED AT 49 CFR 29.940 AND 29.945. THE SUCCESSFUL CANDIDATE IS REQUIRED TO COMPLY WITH 49 CFR 29, SUBPART C AND MUST INCLUDE THE REQUIREMENT TO COMPLY WITH 49 CFR 29, SUBPART C IN ANY LOWER TIER COVERED TRANSACTION IT ENTERS INTO. *BY SIGNING AND SUBMITTING ITS BID OR PROPOSAL, THE BIDDER OR PROPOSER CERTIFIES AS FOLLOWS:*

THE CERTIFICATION IN THIS CLAUSE IS A MATERIAL REPRESENTATION OF FACT RELIED UPON BY THE SENIOR RESOURCE ASSOCIATION. IF IT IS LATER DETERMINED THAT THE BIDDER OR PROPOSER KNOWINGLY RENDERED AN ERRONEOUS CERTIFICATION, IN ADDITION TO REMEDIES AVAILABLE TO THE SENIOR RESOURCE ASSOCIATION, THE FEDERAL GOVERNMENT MAY PURSUE AVAILABLE REMEDIES, INCLUDING BUT NOT LIMITED TO SUSPENSION AND/OR DEBARMENT. THE BIDDER OR PROPOSER AGREES TO COMPLY WITH THE REQUIREMENTS OF 49 CFR 29, SUBPART C WHILE THIS OFFER IS VALID AND THROUGHOUT THE PERIOD OF ANY CONTRACT THAT MAY ARISE FROM THIS OFFER. THE BIDDER OR PROPOSER FURTHER AGREES TO INCLUDE A PROVISION REQUIRING SUCH COMPLIANCE IN ITS LOWER TIER COVERED TRANSACTIONS.

K. PRIVACY ACT

1) THE SUCCESSFUL CANDIDATE WILL AGREE TO COMPLY WITH, AND ASSURES THE COMPLIANCE OF ITS EMPLOYEES WITH, THE INFORMATION RESTRICTIONS AND OTHER APPLICABLE REQUIREMENTS OF THE PRIVACY ACT OF 1974, 5 U.S.C. § 552A. AMONG OTHER THINGS, THE SUCCESSFUL CANDIDATE WILL AGREE TO OBTAIN THE EXPRESS CONSENT OF THE FEDERAL GOVERNMENT BEFORE THE SUCCESSFUL CANDIDATE OR ITS EMPLOYEES OPERATE A SYSTEM OF RECORDS ON BEHALF OF THE FEDERAL GOVERNMENT. THE SUCCESSFUL CANDIDATE WILL UNDERSTAND THAT THE REQUIREMENTS OF THE PRIVACY ACT, INCLUDING THE CIVIL AND CRIMINAL PENALTIES FOR VIOLATION OF THAT ACT, APPLY TO THOSE INDIVIDUALS INVOLVED, AND THAT FAILURE TO COMPLY WITH THE TERMS OF THE PRIVACY ACT MAY RESULT IN TERMINATION OF THE UNDERLYING CONTRACT.

2) THE SUCCESSFUL CANDIDATE WILL ALSO AGREES TO INCLUDE THESE REQUIREMENTS IN EACH SUBCONTRACT TO ADMINISTER ANY SYSTEM OF RECORDS ON BEHALF OF THE FEDERAL GOVERNMENT FINANCED IN WHOLE OR IN PART WITH FEDERAL ASSISTANCE PROVIDED BY FTA.

L. CIVIL RIGHTS

1) NONDISCRIMINATION - IN ACCORDANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT, AS AMENDED, 42 U.S.C. § 2000D, SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. § 6102, SECTION 202 OF THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. § 12132, AND FEDERAL TRANSIT LAW AT 49 U.S.C. § 5332, THE SUCCESSFUL CANDIDATE WILL AGREE THAT IT WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, CREED, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY. IN ADDITION, THE CONSULTANT AGREES TO COMPLY WITH APPLICABLE FEDERAL IMPLEMENTING REGULATIONS AND OTHER IMPLEMENTING REQUIREMENTS FTA MAY ISSUE.

2) EQUAL EMPLOYMENT OPPORTUNITY - THE FOLLOWING EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS WILL APPLY TO THE PROPOSED CONTRACT:

(A) RACE, COLOR, CREED, NATIONAL ORIGIN, SEX - IN ACCORDANCE WITH TITLE VII OF THE CIVIL RIGHTS ACT, AS AMENDED, 42 U.S.C. § 2000E, AND FEDERAL TRANSIT LAWS AT 49 U.S.C. § 5332, THE CONSULTANT AGREES TO COMPLY WITH ALL APPLICABLE EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS OF U.S. DEPARTMENT OF LABOR (U.S. DOL) REGULATIONS, "OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS, EQUAL EMPLOYMENT OPPORTUNITY, DEPARTMENT OF LABOR," 41 C.F.R. PARTS 60 ET SEQ., (WHICH IMPLEMENT EXECUTIVE ORDER NO. 11246, "EQUAL EMPLOYMENT OPPORTUNITY," AS AMENDED BY EXECUTIVE ORDER NO. 11375, "AMENDING EXECUTIVE ORDER 11246 RELATING TO EQUAL EMPLOYMENT OPPORTUNITY," 42 U.S.C. § 2000E NOTE), AND WITH ANY APPLICABLE FEDERAL STATUTES, EXECUTIVE ORDERS, REGULATIONS, AND FEDERAL POLICIES THAT MAY IN THE FUTURE AFFECT CONSTRUCTION ACTIVITIES UNDERTAKEN IN THE COURSE OF THE PROJECT. THE CONSULTANT AGREES TO TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, CREED, NATIONAL ORIGIN, SEX, OR AGE. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER, RECRUITMENT OR RECRUITMENT ADVERTISING, LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. IN ADDITION, THE CONSULTANT AGREES TO COMPLY WITH ANY IMPLEMENTING REQUIREMENTS FTA MAY ISSUE.

(B) AGE - IN ACCORDANCE WITH SECTION 4 OF THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, 29 U.S.C. §§ 623 AND FEDERAL TRANSIT LAW AT 49 U.S.C. § 5332, THE CONSULTANT AGREES TO REFRAIN FROM DISCRIMINATION AGAINST PRESENT AND PROSPECTIVE EMPLOYEES FOR REASON OF AGE. IN ADDITION, THE CONSULTANT AGREES TO COMPLY WITH ANY IMPLEMENTING REQUIREMENTS FTA MAY ISSUE.

(C) DISABILITIES - IN ACCORDANCE WITH SECTION 102 OF THE AMERICANS WITH DISABILITIES ACT, AS AMENDED, 42 U.S.C. § 12112, THE CONSULTANT AGREES THAT IT WILL COMPLY WITH THE REQUIREMENTS OF U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, "REGULATIONS TO IMPLEMENT THE EQUAL EMPLOYMENT PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT," 29 C.F.R. PART 1630, PERTAINING TO EMPLOYMENT OF PERSONS WITH DISABILITIES. IN ADDITION, THE CONSULTANT AGREES TO COMPLY WITH ANY IMPLEMENTING REQUIREMENTS FTA MAY ISSUE.

3) THE SUCCESSFUL CANDIDATE WILL ALSO AGREE TO INCLUDE THE FOREGOING REQUIREMENTS IN EACH SUBCONTRACT FINANCED IN WHOLE OR IN PART WITH FEDERAL ASSISTANCE PROVIDED BY FTA, MODIFIED ONLY IF NECESSARY TO IDENTIFY THE AFFECTED PARTIES.

M. BREACHES AND DISPUTE RESOLUTION

DISPUTES – DISPUTES REGARDING THE PROPOSED CONTRACT WILL BE HANDLED AS FOLLOWS: DISPUTES ARISING IN THE PERFORMANCE OF THE PROPOSED AGREEMENT WHICH ARE NOT RESOLVED BY AGREEMENT OF THE PARTIES SHALL BE DECIDED IN WRITING BY THE SENIOR RESOURCE ASSOCIATION, INC. CEO/KAREN DEIGL. THIS DECISION SHALL BE FINAL AND CONCLUSIVE UNLESS WITHIN TEN (10)] DAYS FROM THE DATE OF RECEIPT OF ITS COPY OR OTHERWISE FURNISHES A WRITTEN APPEAL TO THE SENIOR RESOURCE ASSOCIATION, INC. IN CONNECTION WITH ANY

SUCH APPEAL, THE CANDIDATE SHALL BE AFFORDED AN OPPORTUNITY TO BE HEARD AND TO OFFER EVIDENCE IN SUPPORT OF ITS POSITION. THE DECISION OF THE SENIOR RESOURCE ASSOCIATION, INC., CEO/KAREN DEIGL SHALL BE BINDING AND THE CANDIDATE SHALL ABIDE BY THE DECISION.

PERFORMANCE DURING DISPUTE - UNLESS OTHERWISE DIRECTED BY THE SENIOR RESOURCE ASSOCIATION, INC. THE SUCCESSFUL CANDIDATE WILL CONTINUE PERFORMANCE UNDER THE PROPOSED AGREEMENT WHILE MATTERS IN DISPUTE ARE BEING RESOLVED.

N. DISADVANTAGED BUSINESS ENTERPRISES

THIS AGREEMENT IS SUBJECT TO TITLE 49, PART 26 OF THE CODE OF FEDERAL REGULATIONS (49 CFR 260) ENTITLED "PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS." IN ORDER TO ENSURE THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ACHIEVES ITS FEDERALLY MANDATED STATEWIDE OVERALL DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL, THE AGENCY ENCOURAGES THE PARTICIPATION OF DBE'S, AS DEFINED IN 49 CFR 26, IN THE PERFORMANCE OF AGREEMENTS FINANCED IN WHOLE OR IN PART WITH FEDERAL FUNDS. THE CONTRACTOR SHALL NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, OR SEX IN THE AWARD AND PERFORMANCE OF SUBCONTRACTS.

AS REQUIRED BY FEDERAL LAW, FDOT HAS ESTABLISHED A STATEWIDE OVERALL DBE GOAL. IN ORDER TO ASCERTAIN WHETHER THAT STATEWIDE OVERALL DBE GOAL IS BEING ACHIEVED, FDOT IS TRACKING DBE PARTICIPATION ON ALL FEDERALLY ASSISTED CONTRACTS.

TO ASSIST CONTRACTORS IN ASCERTAINING DBE AVAILABILITY FOR SPECIFIC ITEM OF WORK, THE AGENCY ADVISES THAT IT HAS DETERMINED THAT DBE'S COULD REASONABLY BE EXPECTED TO COMPETE FOR SUBCONTRACTING OPPORTUNITIES ON THIS PROJECT AND THE LIKELY DBE AVAILABILITY ADVISORY PERCENTAGE IS TWO (2) PERCENT. THE AGENCY ALSO ADVISES THAT PARTICIPATION OF DBE'S IN THE SPECIFIED PERCENTAGE IS NOT A CONDITION OF AWARD.

THE CONTRACTOR HAS AGREED TO CARRY OUT APPLICABLE REQUIREMENTS OF TITLE 49 CFR 26, IN THE AWARD AND ADMINISTRATION OF FEDERALLY ASSISTED AGREEMENTS. THE REGULATIONS IN THEIR ENTIRETY ARE INCORPORATED HEREIN AND BY REFERENCE.

THE CONTRACTOR SHOULD NOTIFY THE CONTRACT MANAGER IN WRITING, OF ANY CHANGES TO ITS ANTICIPATED DBE PARTICIPATION. THIS NOTICE SHOULD BE PROVIDED PRIOR TO THE COMMENCEMENT OF THAT PORTION OF THE WORK.

DBE AS DEFINED IN TITLE 49 CFR 26 AND OTHER SMALL BUSINESSES ARE ENCOURAGED TO PARTICIPATE IN THE PERFORMANCE OF AGREEMENTS FINANCED IN WHOLE OR IN PART WITH FEDERAL FUNDS. THE CONTRACTOR 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 THE APPLICABLE REQUIREMENTS OF 49 CFR, PART 26 IN THE AWARD AND ADMINISTRATION OF U.S. DEPARTMENT OF TRANSPORTATION 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 RECIPIENT DEEMS APPROPRIATE.

ANY SUBCONTRACT ENTERED INTO AS A RESULT OF THE AGREEMENT SHALL CONTAIN ALL THE PROVISIONS OF THIS SECTION.

O. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

THE PRECEDING PROVISIONS INCLUDE, IN PART, CERTAIN STANDARD TERMS AND CONDITIONS REQUIRED BY DOT, WHETHER OR NOT EXPRESSLY SET FORTH IN THE PROPOSED CONTRACT PROVISIONS. ALL CONTRACTUAL PROVISIONS REQUIRED BY DOT, AS SET FORTH IN FTA CIRCULAR 4220.1E ARE HEREBY INCORPORATED BY REFERENCE. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, ALL FTA MANDATED TERMS SHALL BE

DEEMED TO CONTROL IN THE EVENT OF A CONFLICT WITH OTHER PROVISIONS CONTAINED IN THE PROPOSED AGREEMENT. THE SUCCESSFUL CANDIDATE SHALL NOT PERFORM ANY ACT, FAIL TO PERFORM ANY ACT, OR REFUSE TO COMPLY WITH ANY SENIOR RESOURCE ASSOCIATION REQUESTS WHICH WOULD CAUSE THE SENIOR RESOURCE ASSOCIATION TO BE IN VIOLATION OF THE FTA TERMS AND CONDITIONS.

U.S. OMB PROVISIONS. THE RECIPIENT [INDIAN RIVER COUNTY] AGREES TO COMPLY WITH APPLICABLE PROVISIONS OF U.S. OFFICE OF MANAGEMENT AND BUDGET, "REQUIREMENTS FOR IMPLEMENTING SECTIONS 1512, 1605, AND 1606 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FOR FINANCIAL ASSISTANCE AWARDS," 2 C.F.R. PART 176, 74 FED. REG. 18449 ET SEQ., APRIL 23, 2009.

P. FTA REVIEW

EXCEPT TO THE EXTENT THE FEDERAL GOVERNMENT DETERMINES OTHERWISE IN WRITING, THE RECIPIENT {SENIOR RESOURCE ASSOCIATION} AGREES AS FOLLOWS:

DRAFTING, REVIEW, AND APPROVAL OF CONSTRUCTION PLANS AND SPECIFICATIONS. THE RECIPIENT {SENIOR RESOURCE ASSOCIATION} AGREES TO COMPLY WITH FTA REQUESTS PERTAINING TO THE DRAFTING, REVIEW, AND APPROVAL OF CONSTRUCTION PLANS AND SPECIFICATIONS.

END OF FEDERAL REQUIRMENTS

ATTACHMENT

DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Indian River Senior Resource Association government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Vendor Signature)

(Print Vendor Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,

by _____
(Name of person who's signature is being notarized)

as _____ of _____
(Title) (Name of Corporation/Company)

known to me to be the person described herein, or who produced _____
(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

Attachment

LOBBYING CERTIFICATION

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 MAKING LOBBYING CONTACTS TO AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM--LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS [AS AMENDED BY GOVERNMENT WIDE GUIDANCE FOR NEW RESTRICTIONS ON LOBBYING," 61 FED. REG. 1413 (1/19/96). NOTE: LANGUAGE IN PARAGRAPH (2) HEREIN HAS BEEN MODIFIED IN ACCORDANCE WITH SECTION 10 OF THE LOBBYING DISCLOSURE ACT OF 1995 (P.L. 104-65, TO BE CODIFIED AT 2 U.S.C. 1601, *ET SEQ.*)]

3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY 31, U.S.C. § 1352 (AS AMENDED BY THE LOBBYING DISCLOSURE ACT OF 1995). ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

PURSUANT TO 31 U.S.C. § 1352(c)(1)-(2)(A), ANY PERSON WHO MAKES A PROHIBITED EXPENDITURE OR FAILS TO FILE OR AMEND A REQUIRED CERTIFICATION OR DISCLOSURE FORM SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH EXPENDITURE OR FAILURE.

THE PROPOSER, _____, CERTIFIES AND AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT HEREIN. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. A 3801, *ET SEQ.*, APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

_____ SIGNATURE OF AUTHORIZED OFFICIAL

_____ NAME AND TITLE OF AUTHORIZED OFFICIAL

_____ DATE